

**AGREEMENT**

THIS AGREEMENT is made as of this the 10<sup>th</sup> day of April, 2014 by and between R. J. CORMAN RAILROAD PROPERTY, LLC, a Kentucky limited liability company, the address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter called "RJ Corman" and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, the address of which is 200 East Main Street, Lexington, Kentucky 40507, hereinafter called "LFUCG".

**RECITALS:**

1. LFUCG desires to obtain certain ownership interests and license rights in various tracts of real estate, as more particularly described herein.

2. RJ Corman has, or can obtain those rights and is willing to convey such ownership interests and grant such license rights to LFUCG on the terms and conditions set out below, and for the considerations flowing to it as set out below.

3. RJ Corman desires to obtain fee simple ownership of certain property owned by LFUCG, as more particularly described below and the parties mutually desire that such ownership constitute a portion of the consideration flowing to RJ Corman from LFUCG for the ownership interests and license rights to be conveyed and granted by RJ Corman to LFUCG.

NOW THEREFORE, in consideration of the premises and of the mutual terms, promises, conditions and undertakings set out herein, it hereby agreed by and between the parties as follows:

1. RJ Corman, or an affiliated company, will acquire from CSX Transportation, Inc., pursuant to a Purchase Sale Agreement substantially in the form of that attached hereto as Item 1 in the Schedule of Attachments hereto, a portion of a now abandoned railroad right-of-way, as owned by CSX Transportation, Inc., located between Fifth Street, and RJ Corman's Belt Line Railroad, both in Lexington, Kentucky as more particularly shown on said Item 1.

2. In consideration of the fulfillment of the undertakings of LFUCG pursuant hereto, RJ Corman, or the affiliated acquiring company, will convey to LFUCG, by special warranty deed, all right title and interest in and to the real estate which is the subject of the aforesaid Purchase Sale Agreement as acquired by RJ Corman pursuant thereto.

3. RJ Corman will grant to LFUCG, by Non-Motorized Grade Crossing License Agreements substantially in the form of those identified as Items 2, 3 and 4, respectively, in the Schedule of Attachments hereto non-motorized grade crossing licenses as and at the locations described, and for the consideration set forth in, said Items.

4. RJ Corman will acquire from CSX Transportation, Inc., all rights not presently owned by RJ Corman and otherwise necessary for it to convey to LFUCG a permanent easement, for a non-motorized, shared use path, near Alexandria Drive, in Lexington, Kentucky, as more

particularly shown and described as Parcel F and parcel G on Item 5 in the Schedule of Attachments hereto, and will convey such easement, by instrument of usual and customary form, to LFUCG.

5. In consideration of the conveyances to, and rights obtained for the benefit of, LFUCG as set forth in Paragraphs 2, 3 and 4 above, LFUCG shall pay to RJ Corman the sum of Twenty Three Thousand Four Hundred Ninety Four Dollars (\$23,494.00), to be paid by LFUCG to RJ Corman in cash or by certified funds at Closing.

6. RJ Corman will grant to LFUCG, in consideration of the fulfillment of the undertakings of LFUCG as set out herein and by instrument substantially in the form of Item 6 in the Schedule of Attachments hereto, a Temporary Construction Easement, for and to facilitate the construction of Town Branch Trail, between 164 Opportunity Way, and 1900 Leestown Road, as said Road passes under New Circle Road, all in Lexington, Kentucky.

7. LFUCG, in consideration of the fulfillment of the undertakings of RJ Corman, as set out herein, will grant and convey to RJ Corman, by special warranty deed, that certain real property of LFUCG north of the LFUCG Detention Center and LFUCG's Facilities properties, all as more particularly shown and described as Parcel A and Parcel B on Item 5 in the Schedule of Attachments hereto, and in addition to the above, pay to RJ Corman the sum of One Hundred Thousand Dollars (\$100,000.00), to be paid by LFUCG to RJ Corman in cash or by certified funds at Closing.

8. To the extent that the terms and conditions set out in said numerical paragraphs 1 and 4 above are either to be incorporated into the deed, or a deed restriction release, contemplated by said agreement or survive the closing of the purchase of the aforesaid property by RJ Corman from CSX Transportation, Inc., LFUCG accepts those terms and conditions as a part of the conveyance or release described in numerical paragraphs 1 and 4 above, including, but not limited to, the Soil Management and Capping Plans attached hereto as Item 7.

9. RJ Corman will commence all steps necessary to acquire the property interests required for the fulfillment of its obligations under this Agreement immediately upon the execution of the same by both parties and will diligently prosecute such acquisition to completion.

10. The closing of the transactions ("Closing") otherwise contemplated by this Agreement shall take place at such time and place as the parties may agree, and, failing such agreement, at 2:00 pm on the 30<sup>th</sup> day following the acquisitions described in paragraph 8, above, or if that day is a Saturday, Sunday or legal holiday, on the first business day thereafter, at the LFUCG offices in Lexington, Kentucky.

11. The parties agree that any press release with respect to the above contemplated transactions shall not be made without the mutual written agreement of the parties with respect to the contents of the press release.

WITNESS the execution of this Agreement by the parties' respective duly authorized officers, effective as of the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By: Frank H. Jr.  
Title: Chairman, Board of Directors

By: Jim Jones  
Title: MANAGER

12. The parties will execute, in usual and customary form, all such other documents as are necessary to close and accomplish the transactions described in this Agreement.

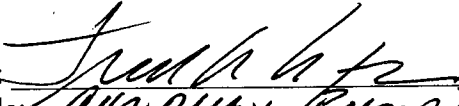
WITNESS the execution of this Agreement by the parties' respective duly authorized officers, effective as of the day and year first above written.

R. J. CORMAN RAILROAD PROPERTY,  
LLC

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

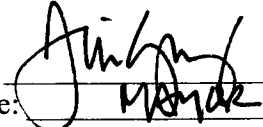
By: \_\_\_\_\_

Title: \_\_\_\_\_

  
CHAIRMAN, Benjamin

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
Mayor



## Schedule of Attachments

Item 1	CSX Purchase Agreement
Item 2	Non-Motorized Grade Crossing Agreement
Item 3	Non-Motorized Grade Crossing Agreement
Item 4	Non-Motorized Grade Crossing Agreement
Item 5	Map of Town Branch Trail Parcels
Item 6	Temporary Construction Easement
Item 7	Soil Management and Capping Plans

## ITEM 1

## **PURCHASE SALE AGREEMENT**

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o CSX Real Property, Inc. - J915, 6737 Southpoint Drive South, Jacksonville, Florida 32216-6177, hereinafter called the "Seller", and RJ Corman Railroad Group, whose address is 101 R.J. Corman Drive, Nicholasville, KY, 40340 hereinafter called the "Buyer", provides:

**1. PURCHASE AND SALE:** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Premises, as hereinafter defined, pursuant to and in accordance with the terms and conditions of this Agreement. Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the land or property rights shown or identified on Exhibit "A", attached hereto and made a part hereof, hereinafter called the "Premises". The Premises is located at Lexington, County of Fayette, State of Kentucky, and contains 2.44 acres, more or less.

**2. PRICE:**

2.1 The purchase price for the Premises is TWO HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 U.S. DOLLARS (\$237,500.00) (hereinafter the "Purchase Price").

2.2 If a survey of the Premises indicates an area that varies by more than five percent (5%) from the area indicated above, the Purchase Price shall be proportionally increased or decreased (rounded to the nearest hundred dollars) based on the difference between the surveyed acreage and acreage indicated above.

**3. DEPOSIT:**

3.1 A non-interest bearing deposit in the amount of TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 U.S. DOLLARS (\$23,750.00) payable to the order of "Wells Fargo Bank as QI for CSXT", (hereinafter the "Deposit") accompanies Buyer's execution of this Agreement. The balance of the Purchase Price shall be paid at settlement or closing of the transaction (hereinafter the "Closing"), in cash, by certified or cashier's check, or by other readily available funds acceptable to Seller.

3.2 The Deposit shall be applied to the Purchase Price at Closing. The Deposit shall be refunded to Buyer only in the event Buyer's Offer (as defined in Section 4.1) is not accepted by Seller as provided for in Section 4.1 or upon termination as provided for in Sections 10.3, 13.4 and/or 17 hereof.

3.3 If Buyer fails to Close pursuant to Section 9 or perform in accordance with the terms hereof, Buyer agrees and consents that the Deposit may be forfeited to and retained by Seller, at Seller's sole option.

**4. OFFER, ACCEPTANCE, CONTRACT:**

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of THIRTY (30) days from the date of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement. Failure of Seller to accept the Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void, and the Deposit shall be returned to Buyer.

4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated as an original.

**5. CONTINGENCIES:**

5.1 This Agreement is contingent upon the following events, if any:

- (a) Environmental Assessment delivered to Seller at a minimum in conformance with Exhibit B, attached hereto and made a part hereof.
- (b) Seller shall have received and approved Buyer's Soil Management Plan and Capping Plan referred to in Exhibit B.

5.2 The contingencies listed in Section 5.1 above must be satisfied or complied with on or before THIRTY (30) days following Seller's acceptance of this Agreement (the "Contingency Date"). If the contingencies listed in Section 5.1 are not satisfied or complied with by the Contingency Date, Buyer may, at Buyer's sole option, elect to terminate this Agreement by written notice to Seller given on or before the Contingency Date. If terminated, the Buyer shall be entitled to a refund of the Deposit, and Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises. If written notice to terminate is not given by Buyer to Seller on or before the Contingency Date, the option to terminate and the contingencies, other than 5.1 (a) and (b) which must be met, shall be deemed waived, the Deposit shall not be refunded to the Buyer, and Buyer and Seller will proceed to Closing in accordance with the remaining terms of this Agreement.

**6. DEED:**

6.1 As early as practicable after execution of this Agreement by all parties, Seller will prepare and submit to Buyer, for Buyer's comments, a form of deed in conformance with the terms of this Agreement to convey the Premises to Buyer. Buyer shall have a period of five (5) calendar days after receipt of said deed to examine same and notify Seller of any comments. If no comments are received within the five (5) day period, Buyer shall be deemed to have approved the deed in the form submitted. Seller shall have no obligation to modify the deed to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement.

6.2 The conveyance shall be by quitclaim deed conveying all of Seller's right, title and interest in the Premises, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

6.3 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed solely for use only as a recreational trail. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than a recreational trail and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple

residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, or (c) any agricultural purposes. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives, lessees, and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement or use of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

NO ACCESS: Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property not owned by Grantor. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by Grantor.

FENCING: Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guardrails, or the absence thereof.

DRAINAGE: Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

CLEAR SIGHT ZONE: Grantee, for itself, its successors and assigns, hereby covenants and agrees that, for so long as the property adjacent to the Premises contains an operated and operable track and line of railroad, neither Grantee, nor its successors and assigns, shall erect, or cause to be erected, any building or structure that would interfere with the safe operation of trains, locomotives and/or rail equipment; nor shall Grantee, its successors and assigns, amend, alter or modify any survey description of the clear sight area, nor cause the same to be amended, altered or modified.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, and assigns, shall maintain that portion of the existing slope located on the Premises in such a manner as to insure that the slope does not fall, slide, undermine, or otherwise trespass, upon the railroad tracks, operating corridor, roadbed, or other lands and facilities of Grantor.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

6.4 Seller shall except and reserve unto itself as Grantor, its successors and assigns, the following easements, rights and interests:

EXCEPTING unto Grantor all oil and gas, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

RESERVING unto Grantor, its successors and assigns, an indefinite number of exclusive perpetual utility easements, hereinafter "the Reserved Utility Easements", under the entire width and length of the Premises for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural gas lines, electric, telephone, fiber optic communications systems and petroleum products pipelines consisting of cables, lines, pipes or facilities beneath the surface of the Premises and all ancillary equipment or facilities (both underground and surface), and the right to attach same to existing bridges on the Premises, and such surface rights as may be necessary to accomplish the same; TOGETHER with unrestricted access over the Premises to reach the Reserved Utility Easements and with the further right to assign the Reserved Utility Easements, in whole or in part, and to lease, license or to permit third parties to use the Reserved Utility Easements provided that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises. The right to use the Premises for utilities shall remain with and be exclusive unto Grantor.

6.5 The deed shall contain the following clause:

RESERVING unto Grantor, its successors and assigns, a perpetual exclusive easement, hereinafter the "Occupancy Easement", in, over, under and along those portions of the Premises encumbered by existing occupancies of every type and nature, whether recorded or not, together with the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, TOGETHER WITH the further right to assign the Occupancy Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Occupancy Easement and/or the rights reserved pursuant thereto.

PROVIDED, that Grantee, its successors and assigns shall not disturb any existing facilities located within the Occupancy Easement or any facilities subsequently placed within the Utility Easement reserved hereunder, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Occupancy Easement or the Utility Easement, EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors or assigns, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Premises at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

## 7. TITLE SEARCH, INSURANCE:

7.1 Buyer has the option of arranging and paying for such examination of title or title insurance on the Premises as Buyer may desire, at Buyer's sole cost.

7.2 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

7.3 As information, Seller's source of title to the Premises is believed to be:

GRANTOR  
BELT LAND CO

DEED DATE  
07/18/1889

BOOK/PAGE  
85/84

BELT LAND CO	10/15/1889	85/377
BELT LAND COMPANY	12/31/1890	96/521
JACKSON, JT AND MARGARET S	04/29/1933	277/448
FITZPATRICK, HERBERT TRUSTEE	03/01/1941	325/257
FITZPATRICK, HERBERT TRUSTEE	08/23/1945	382/425
GENERAL ELECTRIC CO	08/14/1967	907/368

This information is provided solely to assist Buyer in reviewing title to the Premises and is not intended to, and shall not be relied upon, by Buyer.

**8. SURVEY:**

8.1 Immediately upon notice of Seller's acceptance of this Agreement, Buyer shall obtain a survey of the Premises conforming to applicable State minimum technical requirements at Buyer's expense.

8.2 Within thirty (30) days after notice of Seller's acceptance of this Agreement, Buyer shall furnish Seller with a copy of any title insurance commitment covering the Premises and three (3) copies of a metes and bounds description of the Premises, a CD in Microsoft Word or WordPerfect format of the description and three (3) prints of a survey plat acceptable to Seller and to the Recorder of Deeds for the County or City in which the Premises is located, certified to Buyer and Seller, for use by Seller in preparation of the deed and other papers. If Seller does not accept Buyer's Offer by executing this Agreement, Seller shall reimburse Buyer for the cost of the survey, and Buyer shall thereupon assign all rights therein and copies thereof to Seller.

9. **CLOSING:** Closing hereunder shall be held on or before FORTY FIVE (45) days following Seller's acceptance of this Agreement, at such time and place as Seller and Buyer shall mutually agree. If Buyer and Seller do not agree upon a time and place for Closing, Seller shall designate the time and place for Closing. The time and date for Closing may be extended only by Seller in writing, time expressly being of the essence in this Agreement. (Note, see Section 10.2 below.)

10. **POSSESSION:** Buyer shall obtain possession of the Premises at Closing, subject to the limitations, terms and conditions of Section 6 of this Agreement, and such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes that the Premises is currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record):

- (i) Leases:
  - (a) CSX046199 005 with RJ Corman Equipment Co LLC - Shortline Lease
- (ii) Licenses:
  - (a) CO L27953 with Kentucky Utilities Co - Wireline Crossing
- (iii) Agreements:
  - (a) CO L39126 with Insight Kentucky Partners II LP - Wireline Crossing
  - (b) CO 023877 with Grocers Banking Co Inc - Pipeline Crossing

During the term of this Agreement, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. As to items discovered as a consequence of such research, Seller may elect, in its sole discretion, to either cancel or otherwise terminate such items or, pursuant to Section 10.2, to assign or if such item is applicable to an area greater than the Premises, the Buyer shall be included as party at Closing.

10.2 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller's right, title and interest in all items identified by Section 10.1 (i), (ii), and (iii), or which are subsequently discovered by Seller, unless canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

**The Premises is located within Shortline Agreement #: CSX046199 005. The Premises shall be removed from the leased area under this Shortline Agreement at Closing.**

10.3 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

10.4 If this conveyance involves sale of any buildings or structures on the Premises, Seller shall have no duty to insure Buyer's interest or to amend or alter Seller's existing insurance policy(ies), if any, to reflect Buyer's interest. Damage to or destruction of the buildings or structures shall not be grounds for Buyer to terminate this Agreement or to postpone Closing. Upon acceptance of the Offer by Seller, as evidenced by Seller's execution of this Agreement, the risk of damage to or destruction of the buildings or structures shall be borne by Buyer until Closing or other termination of this Agreement. This provision shall survive Closing or termination.

10.5 Buyer may, at its option and at its sole cost, secure a policy of Fire and Extended Coverage Insurance on the buildings or Structures, provided that Buyer's liability for damage to or destruction of the buildings or structures during the term of this Agreement shall not be limited by the amount of such insurance.

#### **11. ANNUAL TAXES; RENTS; LIENS; CHARGES:**

11.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of \$500.00 prorated amount on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller.

#### **12. TAXES ON TRANSFER; CLOSING COSTS:**

12.1 Buyer shall pay all transfer taxes, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by



reclassification of the Premises resulting from conveyance of the Premises.

12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

### **13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:**

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct environmental or engineering tests (including drilling and coring for preconstruction soil analysis), and to make such physical inspections and analyses thereof as Buyer shall deem necessary; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and agrees to defend, indemnify and save Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller ten (10) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right, in Seller's sole discretion, to terminate this Agreement or if Seller permits the testing, Seller reserves the right to monitor and approve all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer agrees to test the Premises in conformation with the Minimum Sampling Requirements set forth in Exhibit B, attached hereto and made a part hereof. Buyer shall provide in any contract or bids for site assessment or environmental inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer (or to Seller, upon request), and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.

- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Railroad track or any Railroad bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Railroad's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Railroad a Construction Risk Fee, currently THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500), and thereby be relieved of any obligation to purchase said RPL insurance.
- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Railroad.
- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. Buyer shall prepare split samples (which may then be separately tested at Seller's sole option and cost) for delivery to Seller and shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Buyer pursuant to this Section 13 or otherwise in accordance with this Agreement. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental data and reports generated as part of buyer's environmental due diligence, including without limitation, any Phase I and Phase II Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said data and reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises.

13.4 If environmental contamination of the Premises is revealed by the studies and tests conducted by Buyer pursuant to this Section 13, in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Buyer is unwilling to accept the environmental condition of the Premises as a result of such tests or assessments, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement and refund the Deposit to the Buyer. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Premises, which Buyer's tests and studies may reveal, as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, if Buyer elects not to secure environmental tests or inspections, or fails to terminate after receipt of test results, Buyer shall take the Premises "as is" at Closing; assumes all risks associated with the environmental condition of the Premises, regardless of the cause or date of origin of such condition; and releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition.

13.6 *INTENTIONALLY OMITTED*

**13.7 INTENTIONALLY OMITTED**

13.8 The Buyer's environmental investigation shall be completed no later than TWENTY FIVE (25) days following the Buyer's receipt of a fully executed original of this Agreement.

13.9 The provisions of this Article 13 shall survive Closing or termination of this Agreement.

**14. SUBDIVISION APPROVAL; ZONING:**

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, costs and expenses, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

**15. BROKER'S FEES:** The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. The Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

**16. ASSIGNMENT, LIMITS, SURVIVAL:**

16.1 (a) This Agreement may not be assigned by Buyer without the prior written consent of Seller, which shall not be unreasonably withheld, provided that if Buyer wishes to cause the Premises to be conveyed directly from Seller to a third party through an exchange of like-kind real estate on escrow terms qualifying under Section 1031 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder, Seller shall, at Buyer's expense, cooperate in accomplishing Buyer's objective.

(b) Buyer hereby agrees that closing on the disposition of the transfer of the Premises pursuant to this Agreement may be structured by Seller to qualify as part of an exchange of like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder (a "like-kind exchange"). Accordingly, Seller shall have the right to assign its rights and interests hereunder to a qualified intermediary or qualified escrow agent, an exchange accommodation titleholder, or such other person as may be necessary to qualify the transaction as a like-kind exchange. Buyer agrees to cooperate with Seller in executing such documents as may be reasonable necessary to implement a like-kind exchange, including, but not limited to, making the proceeds check payable as directed by Seller.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

**17. DEFAULT:**

17.1 In the event of a default by Buyer under this Agreement (including, but not limited to payment of the Deposit within the time specified), Seller may elect to terminate this Agreement by delivery of notice to Buyer and to retain the Deposit and any other money paid by Buyer to or for the account of Seller, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement.

17.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and to receive an immediate return of the Deposit and reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, not to exceed \$25,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Article 17, Buyer and Seller shall be relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

17.4 "Default" shall include not only the failure to make prompt payment of any sums when due under this Agreement, but also the failure to fully and timely perform any other acts required of Buyer under this Agreement.

**18. NOTICES:**

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.  
c/o CSX Real Property, Inc. - J915  
6737 Southpoint Drive South  
Jacksonville, FL 32216-6177  
Attn: John Blanton (Transaction Specialist)  
E-mail: [John.Blanton@csx.com](mailto:John.Blanton@csx.com)  
Office: 904-279-3817

Notices to Buyer shall be sent to:

RJ Corman Railroad Group  
101 R.J. Corman Drive  
Nicholasville, KY 40356  
Attn: Legal Department  
E-mail: Jim Oaks @ [oaksllc@comcast.net](mailto:oaksllc@comcast.net)  
Cell: 904-704-4447

18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

**19. RULES OF CONSTRUCTION:**

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state in which the Premises is located, without regard to conflict of law rule.

**20. TIME OF ESSENCE:** Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

**21. SALE TO ADJACENT LANDOWNER:**

21.1 As the adjacent landowner, Buyer is familiar with the current and past use(s) of the Premises and the physical and environmental condition thereof. Having such familiarity and knowledge, and having the opportunity to perform environmental inspection and testing of the Premises under Section 13 above, Buyer accepts the Premises in "as is" condition as of the date of Closing, unless Buyer elects to terminate the Offer or the Contract under Section 13. Buyer expressly assumes all obligation, liability and responsibility for physical and/or environmental condition of the Premises, prior to and including the date of conveyance, and agrees to defend, protect, indemnify and hold Seller harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses) arising out of any claim(s), present, past or future, for loss or damage to any property, including the Premises, injuries to or death of any person(s), contamination of or adverse effects upon the environment (air, ground or water), or any violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, or hazardous waste in, or under the Premises. Buyer acknowledges that the provisions of this Section are deemed to be additional consideration to Seller and the condition of the Premises has been considered as part of the Purchase Price.

21.2 Provisions of this Section shall survive Closing, termination of this Agreement and/or delivery of the deed, whether or not the deed so states, there being neither express nor implied merger hereof into said deed.

**22. RADON:** Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in duplicate, each of which shall be considered an original.

WITNESS(ES):

BUYER(S): RJ Corman Railroad Group

\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_ (SEAL)

**NOTICE OF SELLER'S ACCEPTANCE**

Buyer's Offer to purchase the Premises is accepted by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS(ES):

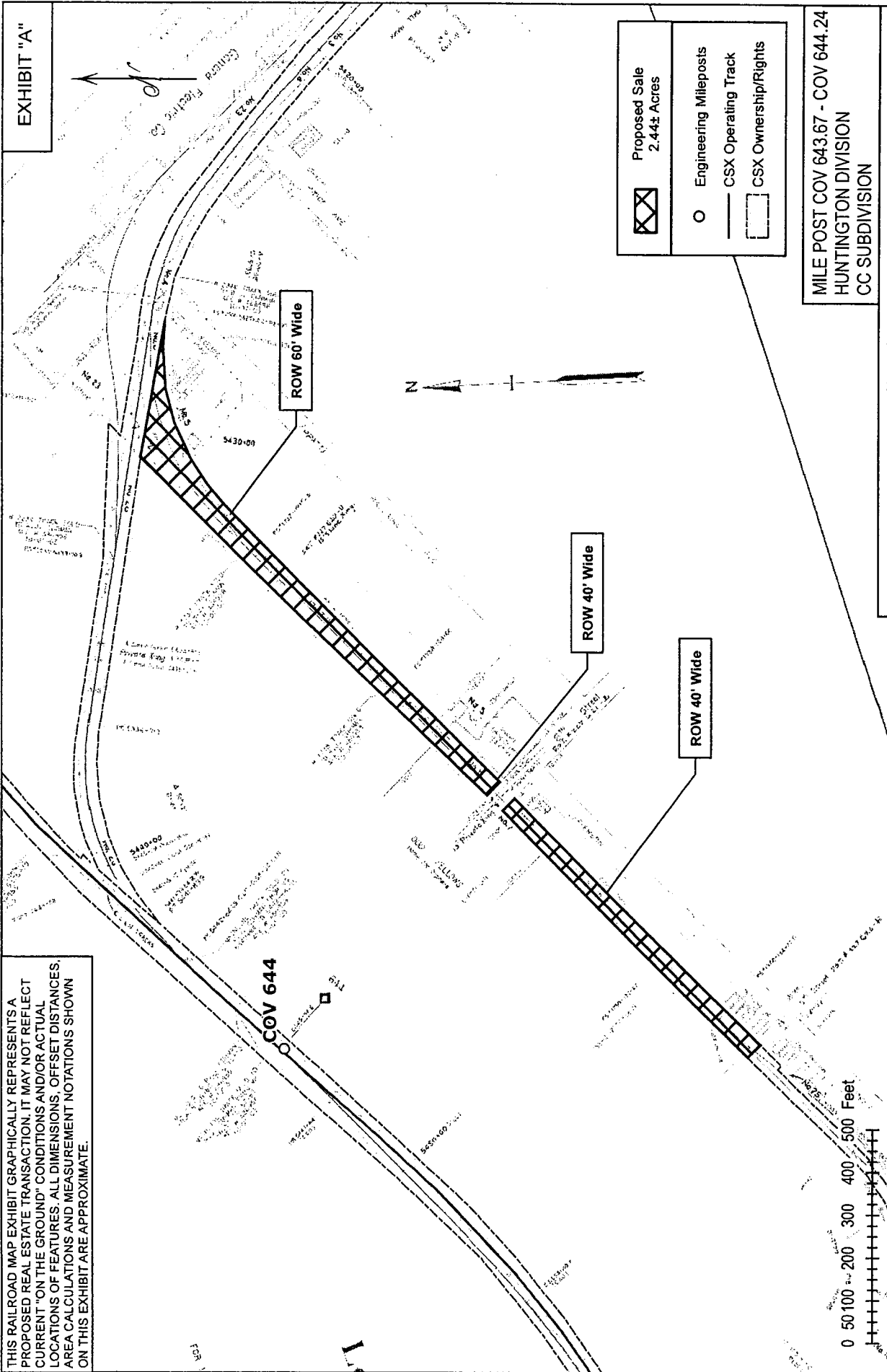
CSX TRANSPORTATION, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

\_\_\_\_\_

THIS RAILROAD MAP EXHIBIT GRAPHICALLY REPRESENTS A PROPOSED REAL ESTATE TRANSACTION. IT MAY NOT REFLECT CURRENT "ON THE GROUND" CONDITIONS AND/OR ACTUAL LOCATIONS OF FEATURES. ALL DIMENSIONS, OFFSET DISTANCES, AREA CALCULATIONS AND MEASUREMENT NOTATIONS SHOWN ON THIS EXHIBIT ARE APPROXIMATE.



<b>CSX TRANSPORTATION, INC.</b> SITE: KY-067-1045033 PROPOSED TRAIL FAYETTE COUNTY - LEXINGTON-FAYETTE, KY		STATE: KY	SCALE: 3,600	DRAWN BY: V5180	VAL SECT: V33C	GIS#: 14927	PIN#: 21067 0069
		COUNTY: FAYETTE					
		CITY: LEXINGTON-FAYETTE					
		DATE: 6/26/2013	REVISED:				
				MILE POST COV 643.67 - COV 644.24 HUNTINGTON DIVISION CC SUBDIVISION			
				SUPINIKY21KY067067-0069KY-067-1045033KY-067-1045033_EXHIBIT-A.MXD			



**EXHIBIT B**  
**Minimum Sampling Requirements**  
**For Rails-to-Trails Conversion of Rail Corridors**

Buyer Agrees to:

**I. Sampling**

Surface soils should be sampled as follows:

- a. Adjacent to any existing or former buildings, bridges or signals etc.
- b. At 50-foot intervals adjacent to any switch or rail-to-rail crossing. Composite samples consisting of 5 specimens (i.e., each composite sample will consist of 5 specimens that are mixed together and analyzed as a single sample) should commence at the structure and continue at 50-foot intervals for a distance of 150 feet in each direction.
- c. Along the remaining rail corridor:
  - For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
  - For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
  - For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
  - For each additional mile of corridor beyond one mile in length, collect 5 more composite samples and space these evenly down the corridor. For example, for a 4-mile length of corridor, take 35 composite samples that are spaced about 600 feet apart.
- d. Samples should be collected from the upper 6 inches of soil (or ballast if present) taking into consideration State standards concerning direct exposure.
- e. Samples should be analyzed for arsenic (EPA Method 200.8), lead (EPA Method 200.8) and PAH (Method 8310). TPH-DRO should be measured using EPA Method 8015-modified or its State-specific equivalent. If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using Method 508.

**II. Soil Management and Capping Plan**

Buyer shall provide a written soil management/capping plan (the "Soil Management and Capping Plan") defining procedures for monitoring the Premises to ensure "un-capped" areas of the Premises are not being accessed or used by the public. The Plan shall define appropriate corrective actions to be implemented to control access to un-capped areas, or, if such control cannot be affected, to ensure exposure to impacted surface soil is not occurring.

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one foot. The actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation and shall be defined in the Plan.

## ITEM 2

## **NON-MOTORIZED GRADE CROSSING LICENSE AGREEMENT**

THIS AGREEMENT, made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC, the mailing address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter called "Licensor," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, the address of which, for purposes of this Agreement is, 200 East Main Street, Lexington, Kentucky 40507, hereinafter called "Licensee";

### **WITNESSETH:**

Licensor, subject to the limitations herein, for and in consideration of the fee(s) to be paid by Licensee and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grants to Licensee the right or license to construct, use and maintain a public non-motorized grade crossing across the track(s) and property of Licensor, located approximately at milepost 90.4 on Licensor's Old Road/Lexington Line, in Fayette County, Kentucky, hereinafter called "Crossing," the Crossing being 16 feet wide, all as more particularly shown on Exhibit 1 attached hereto and made a part hereof.

### **1. DEFINITIONS:**

1.1 The term "Licensee" herein shall include the undersigned urban county government and shall also include Licensee's agents, employees and other duly authorized individuals. All words herein referring to Licensee shall be taken to be of such number and gender as the context may require.

1.2 The term "Licensor" herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Licensor, and any parent, subsidiary or affiliated system companies of Licensor and the servants, agents or employees of each.

1.3 The term "satisfactory" or "satisfaction" herein shall mean approval by Licensor's Chief Engineer or his designated representative.

1.4 The term "Crossing" herein shall include track crossings, approaches, roadways, trails, drainage facilities, warning devices, signal and wire lines, gates, barricades, signs, appliances and ancillary facilities.

1.5 If this Agreement covers more than one track, the term "track" herein shall be construed respectively as including any one or all of said tracks, as the context may require.

1.6 "Maintenance" shall include, but not be limited to, keeping all vegetation cut to a height not exceeding two feet (2') above ground level, and keeping area free of parked vehicles and other obstructions.

## **2. USE, LIMITATIONS:**

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by Licensee with all terms and conditions set out herein.

2.2 The Crossing shall be used solely as a non-motorized traffic crossing of Licensee, for use by the general public pursuant to the more restrictive of the terms and conditions of this Agreement and any authorizing signs or notices which may be posted concerning such use by Licensee. The Crossing is for non-motorized traffic only, such as pedestrians, bicyclists, wheelchair users, and skaters, and is not for use by powered vehicles of any kind, except for powered wheelchairs and maintenance and emergency vehicles.

2.3 This Agreement grants a personal license to Licensee only, and Licensee's rights hereunder cannot be assigned without the prior consent in writing of Licensor.

2.4 Licensee, at its sole cost and expense, shall erect and permanently maintain one or more signs indicating the conditions and limitations on the use of the Crossing, at location(s) adjacent to the Crossing designated by Licensor.

2.5 Nothing in this Agreement shall grant any rights in the public other than as stated herein, and Licensee shall not undertake to grant to the public or any third party any rights in or to the Crossing other than as permitted pursuant to and in accordance with this Agreement.

2.6 Licensor reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing for any and all railroad purposes. Licensor shall not be obligated to make cuts in its trains for the Crossing.

2.7 No expressed or implied means of ingress and egress or way of necessity upon, across or over or adjacent lands of Licensor is granted by this Agreement. Licensee, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

## **3. FEES:**

[INTENTIONALLY OMITTED]

#### **4. CONSTRUCTION, MAINTENANCE:**

4.1 The Crossing shall be constructed, and thereafter maintained, by Licensor, at the sole cost and expense of Licensee.

4.2 The approaches to the Crossing, including, but not limited to, gates, fencing and separately metered electric service shall be constructed and installed by, and at the sole cost and expense of, Licensee.

4.3 Licensee will pay Licensor for the cost of construction of the crossing surface and signalization, and the parties agree to execute a construction agreement with terms substantially similar to Licensor's standard construction agreement, which shall include indemnification and insurance terms substantially similar to those set forth in this Agreement.

4.4 All other work associated with the construction of the Crossing shall be done by, and at the sole cost and expense of Licensee.

4.5 Licensor shall thereafter maintain the Crossing, at the sole cost and expense of Licensee, including signalization as more particularly set out in section 7, below.

4.6 Licensee, at its sole cost and expense, shall thereafter maintain all approaches, including, but not limited to, fencing, gates and separately metered electric service, and shall keep the Crossing and designated Sight Clearance Area(s) at all times free and clear of all spilled materials, mud, debris and all obstructions (including parked vehicles) to the reasonable satisfaction of Licensor.

4.7 Licensee shall perform or cause all Licensee's construction and maintenance under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Licensor. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Licensor's trains.

4.8 In the event Licensee contracts for the performance of any Crossing work, Licensee shall require its contractor(s) and/or subcontractor(s) to comply with all the terms of this Agreement.

4.9 In the event Licensee fails, in the judgment of Licensor, to comply with any construction or maintenance requirement of this Agreement, Licensor, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of Licensee, or terminate this Agreement in accordance with Article 12 hereof.

4.10 Licensee shall be solely responsible for the location and any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to Licensee's construction (or reconstruction) of the Crossing.

**5. DRAINAGE:**

5.1 Licensee shall not interfere with, or permit its contractors to interfere with, the existing drainage facilities within the approach ways or underneath the Crossing.

5.2 Licensee shall furnish, install and maintain, at Licensee's sole expense and in a manner satisfactory to Licenser, necessary drainage pipe within the approach ways and underneath the Crossing, on each side of said track(s), to accept drainage from the roadbed and keep drainage from the track(s) and right-of-way of Licenser.

**6. PERMITS:**

6.1 Before any construction hereunder is performed, or before use by Licensee of the Crossing, Licensee, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Licenser's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.

6.2 Licenser shall co-operate with Licensee in securing and complying with any Federal, State or local permits relative to the Crossing.

6.3 Licensee shall defend, protect and hold Licenser harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation.

**7. BARRICADES, GATES; SIGNALS:**

7.1 Licensee, at its sole cost and expense, shall furnish, construct and maintain any gate(s), barricade(s), sign(s), flashing light signals, and/or crossing warning device(s), or provide permanent flaggers or other protective services, as shall from time to time be deemed necessary for public safety purposes by Licenser or by any public authority having jurisdiction over rail grade crossings. The design and placement of signs, barriers, gates and any crossing warning devices shall be subject to the approval of Licenser. The cost of installing and maintaining and/or furnishing such additional crossing protection shall be paid solely by Licensee as a condition to keeping the Crossing in place.

7.2 Licensors may elect to furnish materials and install such gates, barricades, signs or automatic or other crossing warning devices, or provide such protective services, at the sole cost and expense of Licensee. Licensors may require the advance deposit of the estimated cost and expense of such work and materials. Upon completion of construction, Licensors will promptly refund any portion of the deposit in excess of Licensors's costs and expenses. Should Licensors's costs and expenses exceed said deposit, Licensee shall promptly pay such excess upon receipt from Licensors of bill therefor.

7.3 The operation of barriers and other warning devices and the performance of said protective services shall be in accordance with the more restrictive of the requirements of Licensors or such public authority. Licensee will install gates that shall by normally, by default and in any failure mode, be in and return to the closed position; shall open by push button or similar control device and shall return to the closed position as a part of the completion of each operating cycle.

7.4 a. Licensee will pay to Licensors, a base Annual Signal Inspection and Testing Fee of \$1,500.00 for as long as the Crossing exists pursuant to this Agreement. The base Annual Signal Inspection and Testing Fee shall be Licensors's compensation for providing all inspection and testing of the signaling devices at the crossing as may be required by the Federal Railroad Administration, and any other agency having regulatory jurisdiction over the same, and shall be adjusted on an annual basis, in proportion to the increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor ("CPI")..

b. In addition to said Annual Signal Inspection and Testing Fee, Licensee shall reimburse Licensors, within thirty (30) days after receipt of any invoice from Licensors for the same, (a) the cost of upgrading said signals to prevent obsolescence, and (b) the cost of repairing or replacing said signals, or any component thereof, whether required by damage thereto from any cause, ordinary wear and tear, or the exhaustion of the actual or legally permissible useful life of the same. If Licensee fails or refuses to maintain and/or provide or pay any part of said costs, Licensors may terminate this Agreement as in Article 12.

c. Payment by Licensee of any Annual License Fee shall not be held to create an irrevocable license for any period.

d. Licensee shall also indemnify Licensors against, and shall pay or reimburse Licensors for, any additional taxes and assessments levied solely on account of the existence of the Crossing.

## **8. OPERATIONAL SAFETY:**

8.1 Licensee shall use and shall cause its agents, employees, contractors, patrons and invitees to use the highest degree of care in the operation and use of the Crossing so as to avoid collisions and/or interference with operations of Licensors.

8.2 Licensee shall erect, and maintain standard universal, reflectorized 'RAILROAD CROSSING' signs on each side of the Crossing, clearly visible to pedestrian and other non-motorized traffic approaching the Crossing from either side and shall erect, and thereafter maintain, standard universal, reflectorized highway 'STOP' signs on each side of the Crossing, clearly visible to pedestrian and other non-motorized traffic approaching the Crossing from either side, all at Licensee's cost. Licensee shall be solely responsible to periodically inspect such signs to insure that they are in place and visible. All signage text will be in English and Spanish.

## **9. FLAGGING, CONSTRUCTION:**

9.1 If Licensor deems it advisable during any period of construction, maintenance, repair, renewal, alteration, change, or removal of the Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, Licensor shall have the right to do so, at the expense of Licensee, but Licensor shall not be liable for its failure to do so.

9.2 Subject to Licensor's consent and to Licensor's railroad operating rules, Licensee may provide flaggers, watchmen, inspectors or supervisors during all times of such construction, re-construction, etc., at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flaggers, inspectors or supervisors.

## **10. EXPLOSIVES:**

10.1 In the construction and/or maintenance of the Crossing, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express prior written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

10.2 Neither Licensee nor Licensee's contractor(s), agent(s), employee(s) or invitee(s), shall transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across track(s) of Licensor without separate prior written consent of Licensor. Such restrictions shall not apply to gasoline or diesel fuel in the vehicular fuel supply tanks of any construction or maintenance vehicle passing over the Crossing.

## **11. ALTERATIONS; TRACK CHANGES:**

11.1 Whenever any repairs or changes are made to Licensor's right-of-way or track, or if additional track(s) are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, the cost of all labor and materials required to make such repairs to, alterations of, or relocation of the Crossing shall be borne equally by the parties.

11.2 In the event that Licensor's operating and/or maintenance needs or uses require any change (including any raising, lowering, or additions to), relocation or improvement in its right-of-



way, track(s), structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change of location, height or depth of the Crossing, Licensor shall make such changes in the Crossing and/or the grading, approaches or drainage, within thirty (30) days after notice in writing to Licensee, and the cost of the same shall be borne equally by the parties.

11.3 If Licensee desires to revise, relocate or change in all or any part of the Crossing, or if Licensee is required to change or alter the Crossing, drainage or approach ways, plans therefor shall be submitted to Licensor for approval before any such change is made.

11.4 After any such change or alteration, the terms and conditions of this Agreement shall apply the Crossing, drainage and/or approach ways, as so changed or altered.

## **12. TERM, TERMINATION, REMOVAL:**

12.1 This Agreement shall be and remain in effect, from the date first written above, shall continue for a term of 20 years, which term shall thereafter automatically renew for successive like terms, for as long as the Crossing is used by the public pursuant hereto.

12.2 Upon failure of Licensee to perform or comply with any term, covenant, clause, or condition herein contained, Licensor shall give Licensee 60 days notice and opportunity to cure, upon failure of which this Agreement may be terminated immediately upon notice by Licensor. After any such termination, Licensor may barricade or otherwise block the Crossing until removed by Licensee, at sole risk and expense of Licensee.

12.3 Within thirty (30) days after termination of this Agreement, unless the parties hereto otherwise agree, the Crossing shall be removed, all approaches barricaded, and right-of-way of Licensor restored in a manner satisfactory to Licensor, all at the sole cost and expense of Licensee. All removal and restoration work to be performed on that portion of the Crossing between the rails of said track(s) and for two feet (2') beyond each rail shall be done by Licensor, at Licensee's sole cost and expense.

12.4 If Licensee fails to make removal as in Section 12.3, Licensor may remove same, by Licensor employee or contract forces, at Licensee's sole risk, cost and expense.

12.5 All rights which Licensee may have hereunder shall cease and end upon termination as provided herein; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied.

## **13. RAILROAD FORCE ACCOUNT COSTS:**

13.1 Licensor's expense for wages of Licensor's employees ("force account" charges) and materials for any work performed at the expense of Licensee pursuant to this Agreement shall be paid by Licensee within thirty (30) days after invoicing for the same.

13.2 Such expense shall include, but not be limited to: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

#### **14. RISK, LIABILITY, INDEMNITY:**

14.1 Licensee, recognizing that Licensor's operations and any use of Licensor's property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including: (A) any fault, failure or negligence of Licensor in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or (B) any fire, regardless of the source or origin thereof. For this Section, the term "Property of Licensee" shall include property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for the sole benefit of Licensee.

14.2 Licensee, with the recognition of the above, and as further consideration for the grant of this crossing right, also assumes, to the extent permitted by law, all liability for, and releases and agrees to defend, indemnify, protect and save licensor harmless from and against:

a. all loss of or damages to any other property, including property in the care, custody or control of Licensor and third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof;

b. all loss and damages on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons hereto) on the Crossing; and

c. all claims and liability for such loss and damage and cost and expense thereof; arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of the Crossing, any parts thereof or appurtenant structures, caused solely by the fault, failure or negligence of Licensee. Nothing contained herein is intended to be, nor shall it act as, a waiver of any defense, including that of sovereign immunity, that Licensee may have as to any third party.

14.3 For the purposes of these Liability and Indemnity provisions only, all persons, including the employees of Licensor (flaggers, watchmen, etc.) and of Licensee, or employees of any independent or subcontracting third parties engaged in any construction or maintenance

activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the sole contractors of Licensee while so engaged.

14.4 All obligations of Licensee under this Agreement to release, indemnify and hold Licenser harmless shall also extend to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with Licenser, and their respective officers, agents and employees.

14.5 Licensee shall, within 30) days notify Licenser in writing, by Certified Mail or by commercial courier of any claims made against Licensee and/or Licenser arising in any manner from the existence of this Agreement and/or the Crossing.

## **15. INSURANCE:**

15.1 Prior to commencement of surveys, installation or occupation of the Crossing pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by Licensee under this Agreement and having coverage limits of not less than FIVE MILLION DOLLARS (\$5,000,000.) Combined Single Limit per occurrence for bodily injury liability and property. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days notice to Licenser prior to cancellation or modification of any policy. Certificate of insurance should reference Agreement number and should be mailed each successive year to the address listed above.

15.2 If said policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

15.3 Licenser may at any time request evidence of insurance purchased by Licensee to comply with this requirement, and may demand that Licensee purchase insurance deemed adequate by Licenser. Failure of Licensee to comply with Licenser's demand shall be a default under this Agreement.

15.4 Securing by Licensee of insurance hereunder shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

15.5 Licensee, its agents or contractors, shall procure, and shall maintain during the construction phase of this agreement, at its sole cost and expense, a policy of Railroad Protective Liability Insurance with limits of TWO MILLION DOLLARS (\$2,000,000.) per occurrence and/or aggregate limit of SIX MILLION DOLLARS (\$6,000,000).

15.6 Licensee may elect to self-insure all or any part of the insurance obligations set out in this Section 15, but no such election will relieve Licensee from providing first dollar coverage for all claims and first dollar defense of all claims that would have otherwise been available pursuant to the insurance coverage specified herein.

**16. BREACH, WAIVER:**

16.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

16.2 Neither the failure of Licensors to object to any work done, material used, or method of construction or maintenance of the Crossing, nor any approval given or supervision exercised by Licensors, shall be construed as an admission of liability or responsibility by Licensors, or as a waiver by Licensors of any of the obligations, liability and/or responsibility of Licensee.

**17. NOTICE(S):**

17.1 Before doing any work on Licensors's right-of-way, Licensee shall give Licensors's Railroad Superintendent, at least seven days' notice, except that in cases of emergency repairs such shorter notice shall be as far in advance as the nature of the emergency permits.

**18. TITLE:**

18.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors's title in the area of the Crossing. It is expressly understood that Licensors does not warrant its title in any manner, and Licensee accepts the grants and privileges recited herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to Licensors's property, and all leases, licenses and easements or other interests previously granted to others therein.

18.2 The term "license," as used herein, shall mean with regard to any portion of its Right-of-Way which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee

further acknowledges that it may not have the right to occupy any portion of the Right-of-Way held by Licenser in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licenser's existing rights therein.

18.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Licenser for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licenser's title to any portion thereof arising from Licensee's use or occupancy thereof.

18.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along any Crossing(s), including claims for punitive or special damages.

18.5 Licensee shall not at any time own or claim any right, title or interest in or to Licenser's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

**19. DEVIATIONS:** Deviations from the design, construction and location of the Crossing, as shown on Exhibit A hereto, shall only be by written permission and consent of Licenser.

**20. GENERAL PROVISIONS:**

20.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

20.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Licenser, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Licenser.

20.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

20.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.

20.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, voidable, invalid or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division herein contained, or any other combination thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the day and year first above written.

**Witness for Licensors:**

R.J. CORMAN RAILROAD COMPANY/  
CENTRAL KENTUCKY LINE, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT

\_\_\_\_\_

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 Identification Number: \_\_\_\_\_

## ITEM 3

## **NON-MOTORIZED GRADE CROSSING LICENSE AGREEMENT**

THIS AGREEMENT, made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC, the mailing address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter called "Licensor," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, the address of which, for purposes of this Agreement is, 200 East Main Street, Lexington, Kentucky 40507, hereinafter called "Licensee";

### **WITNESSETH:**

Licensor, subject to the limitations herein, for and in consideration of the fee(s) to be paid by Licensee and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grants to Licensee the right or license to construct, use and maintain a public non-motorized grade crossing across the track(s) and property of Licensor, approximately 591 feet east of Milepost 644 on Licensor's Beltline, in Fayette County, Kentucky, hereinafter called "Crossing," the Crossing being 16 feet wide, all as more particularly shown on Exhibit 1 attached hereto and made a part hereof.

### **1. DEFINITIONS:**

1.1 The term "Licensee" herein shall include the undersigned urban county government and shall also include Licensee's agents, employees and other duly authorized individuals. All words herein referring to Licensee shall be taken to be of such number and gender as the context may require.

1.2 The term "Licensor" herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Licensor, and any parent, subsidiary or affiliated system companies of Licensor and the servants, agents or employees of each.

1.3 The term "satisfactory" or "satisfaction" herein shall mean approval by Licensor's Chief Engineer or his designated representative.

1.4 The term "Crossing" herein shall include track crossings, approaches, roadways, trails, drainage facilities, warning devices, signal and wire lines, gates, barricades, signs, appliances and ancillary facilities.

1.5 If this Agreement covers more than one track, the term "track" herein shall be construed respectively as including any one or all of said tracks, as the context may require.

1.6 "Maintenance" shall include, but not be limited to, keeping all vegetation cut to a height not exceeding two feet (2') above ground level, and keeping area free of parked vehicles and



other obstructions.

## **2. USE, LIMITATIONS:**

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by Licensee with all terms and conditions set out herein.

2.2 The Crossing shall be used solely as a non-motorized traffic crossing of Licensee, for use by the general public pursuant to the more restrictive of the terms and conditions of this Agreement and any authorizing signs or notices which may be posted concerning such use by Licensee. The Crossing is for non-motorized traffic only, such as pedestrians, bicyclists, wheelchair users, and skaters, and is not for use by powered vehicles of any kind, except for powered wheelchairs and maintenance and emergency vehicles.

2.3 This Agreement grants a personal license to Licensee only, and Licensee's rights hereunder cannot be assigned without the prior consent in writing of Licensor.

2.4 Licensee, at its sole cost and expense, shall erect and permanently maintain one or more signs indicating the conditions and limitations on the use of the Crossing, at location(s) adjacent to the Crossing designated by Licensor.

2.5 Nothing in this Agreement shall grant any rights in the public other than as stated herein, and Licensee shall not undertake to grant to the public or any third party any rights in or to the Crossing other than as permitted pursuant to and in accordance with this Agreement.

2.6 Licensor reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing for any and all railroad purposes. Licensor shall not be obligated to make cuts in its trains for the Crossing.

2.7 No expressed or implied means of ingress and egress or way of necessity upon, across or over or adjacent lands of Licensor is granted by this Agreement. Licensee, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

## **3. FEES:**

3.1 Licensee shall pay Licensor the sum of \$2,000.00 per year as an annual license fee ("Annual License Fee"). Licensee shall have no right of refund for any cause whatsoever with respect to Fees paid to Licensor, which shall be payable annually in advance commencing as of the effective date. Such Fee shall be adjusted on an annual basis, in proportion to the increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) specified for All

Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor ("CPI")..

3.2 Payment by Licensee of any Annual License Fee shall not be held to create an irrevocable license for any period.

3.3 Licensee shall also indemnify Licensor against, and shall pay or reimburse Licensor for, any additional taxes and assessments levied solely on account of the existence of the Crossing.

#### **4. CONSTRUCTION, MAINTENANCE:**

4.1 The Crossing shall be constructed, and thereafter maintained, by Licensor, at the sole cost and expense of Licensee.

4.2 The approaches to the Crossing, including, but not limited to, gates, fencing and separately metered electric service shall be constructed and installed by, and at the sole cost and expense of, Licensee.

4.3 Licensee will pay Licensor for the cost of construction of the crossing surface and signalization, and the parties agree to execute a construction agreement with terms substantially similar to Licensor's standard construction agreement, which shall include indemnification and insurance terms substantially similar to those set forth in this Agreement.

4.4 All other work associated with the construction of the Crossing shall be done by, and at the sole cost and expense of Licensee.

4.5 Licensor shall thereafter maintain the Crossing, at the sole cost and expense of Licensee, including signalization as more particularly set out in section 7, below.

4.6 Licensee, at its sole cost and expense, shall thereafter maintain all approaches, including, but not limited to, fencing, gates and separately metered electric service, and shall keep the Crossing and designated Sight Clearance Area(s) at all times free and clear of all spilled materials, mud, debris and all obstructions (including parked vehicles) to the reasonable satisfaction of Licensor.

4.7 Licensee shall perform or cause all Licensee's construction and maintenance under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Licensor. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Licensor's trains.

4.8 In the event Licensee contracts for the performance of any Crossing work, Licensee

shall require its contractor(s) and/or subcontractor(s) to comply with all the terms of this Agreement.

4.9 In the event Licensee fails, in the judgment of Licensor, to comply with any construction or maintenance requirement of this Agreement, Licensor, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of Licensee, or terminate this Agreement in accordance with Article 12 hereof.

4.10 Licensee shall be solely responsible for the location and any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to Licensee's construction (or reconstruction) of the Crossing.

## **5. DRAINAGE:**

5.1 Licensee shall not interfere with, or permit its contractors to interfere with, the existing drainage facilities within the approach ways or underneath the Crossing.

5.2 Licensee shall furnish, install and maintain, at Licensee's sole expense and in a manner satisfactory to Licensor, necessary drainage pipe within the approach ways and underneath the Crossing, on each side of said track(s), to accept drainage from the roadbed and keep drainage from the track(s) and right-of-way of Licensor.

## **6. PERMITS:**

6.1 Before any construction hereunder is performed, or before use by Licensee of the Crossing, Licensee, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Licensor's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.

6.2 Licensor shall co-operate with Licensee in securing and complying with any Federal, State or local permits relative to the Crossing.

6.3 Licensee shall defend, protect and hold Licensor harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation.

## **7. BARRICADES, GATES; SIGNALS:**

7.1 Licensee, at its sole cost and expense, shall furnish, construct and maintain any

gate(s), barricade(s), sign(s), flashing light signals, and/or crossing warning device(s), or provide permanent flaggers or other protective services, as shall from time to time be deemed necessary for public safety purposes by Licensor or by any public authority having jurisdiction over rail grade crossings. The design and placement of signs, barriers, gates and any crossing warning devices shall be subject to the approval of Licensor. The cost of installing and maintaining and/or furnishing such additional crossing protection shall be paid solely by Licensee as a condition to keeping the Crossing in place.

7.2 Licensor may elect to furnish materials and install such gates, barricades, signs or automatic or other crossing warning devices, or provide such protective services, at the sole cost and expense of Licensee. Licensor may require the advance deposit of the estimated cost and expense of such work and materials. Upon completion of construction, Licensor will promptly refund any portion of the deposit in excess of Licensor's costs and expenses. Should Licensor's costs and expenses exceed said deposit, Licensee shall promptly pay such excess upon receipt from Licensor of bill therefor.

7.3 The operation of barriers and other warning devices and the performance of said protective services shall be in accordance with the more restrictive of the requirements of Licensor or such public authority. Licensee will install gates that shall by normally, by default and in any failure mode, be in and return to the closed position; shall open by push button or similar control device and shall return to the closed position as a part of the completion of each operating cycle.

7.4 a. Licensee will pay to Licensor, a base Annual Signal Inspection and Testing Fee of \$1,500.00 for as long as the Crossing exists pursuant to this Agreement. The base Annual Signal Inspection and Testing Fee shall be Licensor's compensation for providing all inspection and testing of the signaling devices at the crossing as may be required by the Federal Railroad Administration, and any other agency having regulatory jurisdiction over the same, and shall be adjusted on an annual basis, in proportion to the increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor ("CPI")..

b. In addition to said Annual Signal Inspection and Testing Fee, Licensee shall reimburse Licensor, within thirty (30) days after receipt of any invoice from Licensor for the same, (a) the cost of upgrading said signals to prevent obsolescence, and (b) the cost of repairing or replacing said signals, or any component thereof, whether required by damage thereto from any cause, ordinary wear and tear, or the exhaustion of the actual or legally permissible useful life of the same. If Licensee fails or refuses to maintain and/or provide or pay any part of said costs, Licensor may terminate this Agreement as in Article 12.

## **8. OPERATIONAL SAFETY:**

8.1 Licensee shall use and shall cause its agents, employees, contractors, patrons and invitees to use the highest degree of care in the operation and use of the Crossing so as to avoid collisions and/or interference with operations of Licensor.

8.2 Licensee shall erect, and maintain standard universal, reflectorized 'RAILROAD CROSSING' signs on each side of the Crossing, clearly visible to pedestrian and other non-motorized traffic approaching the Crossing from either side and shall erect, and thereafter maintain, standard universal, reflectorized highway 'STOP' signs on each side of the Crossing, clearly visible to pedestrian and other non-motorized traffic approaching the Crossing from either side, all at Licensee's cost. Licensee shall be solely responsible to periodically inspect such signs to insure that they are in place and visible. All signage text will be in English and Spanish.

## **9. FLAGGING, CONSTRUCTION:**

9.1 If Licensor deems it advisable during any period of construction, maintenance, repair, renewal, alteration, change, or removal of the Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, Licensor shall have the right to do so, at the expense of Licensee, but Licensor shall not be liable for its failure to do so.

9.2 Subject to Licensor's consent and to Licensor's railroad operating rules, Licensee may provide flaggers, watchmen, inspectors or supervisors during all times of such construction, re-construction, etc., at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flaggers, inspectors or supervisors.

## **10. EXPLOSIVES:**

10.1 In the construction and/or maintenance of the Crossing, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express prior written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

10.2 Neither Licensee nor Licensee's contractor(s), agent(s), employee(s) or invitee(s), shall transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across track(s) of Licensor without separate prior written consent of Licensor. Such restrictions shall not apply to gasoline or diesel fuel in the vehicular fuel supply tanks of any construction or maintenance vehicle passing over the Crossing.

## **11. ALTERATIONS; TRACK CHANGES:**

11.1 Whenever any repairs or changes are made to Licensor's right-of-way or track, or if additional track(s) are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, the cost of all labor and materials required to make such repairs to, alterations of, or relocation of the Crossing shall be borne equally by the parties.

11.2 In the event that Licensor's operating and/or maintenance needs or uses require any

change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, track(s), structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change of location, height or depth of the Crossing, Licensors shall make such changes in the Crossing and/or the grading, approaches or drainage, within thirty (30) days after notice in writing to Licensee, and the cost of the same shall be borne equally by the parties.

11.3 If Licensee desires to revise, relocate or change in all or any part of the Crossing, or if Licensee is required to change or alter the Crossing, drainage or approach ways, plans therefor shall be submitted to Licensors for approval before any such change is made.

11.4 After any such change or alteration, the terms and conditions of this Agreement shall apply the Crossing, drainage and/or approach ways, as so changed or altered.

## **12. TERM, TERMINATION, REMOVAL:**

12.1 This Agreement shall be and remain in effect, from the date first written above, shall continue for a term of 20 years, which term shall thereafter automatically renew for successive like terms, for as long as the Crossing is used by the public pursuant hereto.

12.2 Upon failure of Licensee to perform or comply with any term, covenant, clause, or condition herein contained, Licensors shall give Licensee 60 days notice and opportunity to cure, upon failure of which this Agreement may be terminated immediately upon notice by Licensors. After any such termination, Licensors may barricade or otherwise block the Crossing until removed by Licensee, at sole risk and expense of Licensee.

12.3 Within thirty (30) days after termination of this Agreement, unless the parties hereto otherwise agree, the Crossing shall be removed, all approaches barricaded, and right-of-way of Licensors restored in a manner satisfactory to Licensors, all at the sole cost and expense of Licensee. All removal and restoration work to be performed on that portion of the Crossing between the rails of said track(s) and for two feet (2') beyond each rail shall be done by Licensors, at Licensee's sole cost and expense.

12.4 If Licensee fails to make removal as in Section 12.3, Licensors may remove same, by Licensors employee or contract forces, at Licensee's sole risk, cost and expense.

12.5 All rights which Licensee may have hereunder shall cease and end upon termination as provided herein; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied.

## **13. RAILROAD FORCE ACCOUNT COSTS:**

13.1 Licensors's expense for wages of Licensors's employees ("force account" charges)

and materials for any work performed at the expense of Licensee pursuant to this Agreement shall be paid by Licensee within thirty (30) days after invoicing for the same.

13.2 Such expense shall include, but not be limited to: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

#### **14. RISK, LIABILITY, INDEMNITY:**

14.1 Licensee, recognizing that Licensor's operations and any use of Licensor's property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including: (A) any fault, failure or negligence of Licensor in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or (B) any fire, regardless of the source or origin thereof. For this Section, the term "Property of Licensee" shall include property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for the sole benefit of Licensee.

14.2 Licensee, with the recognition of the above, and as further consideration for the grant of this crossing right, also assumes, to the extent permitted by law, all liability for, and releases and agrees to defend, indemnify, protect and save licensor harmless from and against:

a. all loss of or damages to any other property, including property in the care, custody or control of Licensor and third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof;

b. all loss and damages on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons hereto) on the Crossing; and

c. all claims and liability for such loss and damage and cost and expense thereof; arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of the Crossing, any parts thereof or appurtenant structures, caused solely by the fault, failure or negligence of Licensee. Nothing contained herein is intended to be, nor shall it act as, a waiver of any defense, including that of sovereign immunity, that Licensee may have as to any third party.

14.3 For the purposes of these Liability and Indemnity provisions only, all persons, including the employees of Licensor (flaggers, watchmen, etc.) and of Licensee, or employees of any independent or subcontracting third parties engaged in any construction or maintenance activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the

sole contractors of Licensee while so engaged.

14.4 All obligations of Licensee under this Agreement to release, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with Licensors, and their respective officers, agents and employees.

14.5 Licensee shall, within 30) days notify Licensors in writing, by Certified Mail or by commercial courier of any claims made against Licensee and/or Licensors arising in any manner from the existence of this Agreement and/or the Crossing.

## **15. INSURANCE:**

15.1 Prior to commencement of surveys, installation or occupation of the Crossing pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by Licensee under this Agreement and having coverage limits of not less than FIVE MILLION DOLLARS (\$5,000,000.) Combined Single Limit per occurrence for bodily injury liability and property. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days notice to Licensors prior to cancellation or modification of any policy. Certificate of insurance should reference Agreement number and should be mailed each successive year to the address listed above.

15.2 If said policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

15.3 Licensors may at any time request evidence of insurance purchased by Licensee to comply with this requirement, and may demand that Licensee purchase insurance deemed adequate by Licensors. Failure of Licensee to comply with Licensors' demand shall be a default under this Agreement.

15.4 Securing by Licensee of insurance hereunder shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

15.5 Licensee, its agents or contractors, shall procure, and shall maintain during the construction phase of this agreement, at its sole cost and expense, a policy of Railroad Protective Liability Insurance with limits of TWO MILLION DOLLARS (\$2,000,000.) per occurrence and/or aggregate limit of SIX MILLION DOLLARS (\$6,000,000).

15.6 Licensee may elect to self-insure all or any part of the insurance obligations set out in this Section 15, but no such election will relieve Licensee from providing first dollar coverage



for all claims and first dollar defense of all claims that would have otherwise been available pursuant to the insurance coverage specified herein.

**16. BREACH, WAIVER:**

16.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

16.2 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of the Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee.

**17. NOTICE(S):**

17.1 Before doing any work on Licensor's right-of-way, Licensee shall give Licensor's Railroad Superintendent, at least seven days' notice, except that in cases of emergency repairs such shorter notice shall be as far in advance as the nature of the emergency permits.

**18. TITLE:**

18.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title in the area of the Crossing. It is expressly understood that Licensor does not warrant its title in any manner, and Licensee accepts the grants and privileges recited herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to Licensor's property, and all leases, licenses and easements or other interests previously granted to others therein.

18.2 The term "license," as used herein, shall mean with regard to any portion of its Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it may not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the

owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensors' existing rights therein.

18.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Licensors for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensors' title to any portion thereof arising from Licensee's use or occupancy thereof.

18.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along any Crossing(s), including claims for punitive or special damages.

18.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors' property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

**19. DEVIATIONS:** Deviations from the design, construction and location of the Crossing, as shown on Exhibit A hereto, shall only be by written permission and consent of Licensors.

**20. GENERAL PROVISIONS:**

20.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

20.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Licensors, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Licensors.

20.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

20.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.

20.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent

and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, voidable, invalid or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division herein contained, or any other combination thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the day and year first above written.

**Witness for Licensors:**

\_\_\_\_\_

R.J. CORMAN RAILROAD COMPANY/  
CENTRAL KENTUCKY LINE, LLC

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

\_\_\_\_\_

LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT

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 Identification Number: \_\_\_\_\_

## ITEM 4

## **NON-MOTORIZED GRADE CROSSING LICENSE AGREEMENT**

THIS AGREEMENT, made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC, the mailing address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter called "Licensor," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, the address of which, for purposes of this Agreement is, 200 East Main Street, Lexington, Kentucky 40507, hereinafter called "Licensee";

### **WITNESSETH:**

Licensor, subject to the limitations herein, for and in consideration of the fee(s) to be paid by Licensee and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grants to Licensee the right or license to construct, use and maintain a public non-motorized grade crossing across the track(s) and property of Licensor, approximately 1050 feet east of Milepost 91 on Licensor's Old Road/Lexington Line, in Fayette County, Kentucky, hereinafter called "Crossing," the Crossing being 16 feet wide, all as more particularly shown on Exhibit 1 attached hereto and made a part hereof.

### **1. DEFINITIONS:**

1.1 The term "Licensee" herein shall include the undersigned urban county government and shall also include Licensee's agents, employees and other duly authorized individuals. All words herein referring to Licensee shall be taken to be of such number and gender as the context may require.

1.2 The term "Licensor" herein shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Licensor, and any parent, subsidiary or affiliated system companies of Licensor and the servants, agents or employees of each.

1.3 The term "satisfactory" or "satisfaction" herein shall mean approval by Licensor's Chief Engineer or his designated representative.

1.4 The term "Crossing" herein shall include track crossings, approaches, roadways, trails, drainage facilities, warning devices, signal and wire lines, gates, barricades, signs, appliances and ancillary facilities.

1.5 If this Agreement covers more than one track, the term "track" herein shall be construed respectively as including any one or all of said tracks, as the context may require.

1.6 "Maintenance" shall include, but not be limited to, keeping all vegetation cut to a height not exceeding two feet (2') above ground level, and keeping area free of parked vehicles and

other obstructions.

## **2. USE, LIMITATIONS:**

2.1 This license is subject to: (a) all encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property; (b) any existing public utilities and other pipe or wireline facilities located in, on, over, under or across the Crossing; (c) all instruments, easements, agreements and rights therefor, recorded or not; and (d) compliance by Licensee with all terms and conditions set out herein.

2.2 The Crossing shall be used solely as a non-motorized traffic crossing of Licensee, for use by the general public pursuant to the more restrictive of the terms and conditions of this Agreement and any authorizing signs or notices which may be posted concerning such use by Licensee. The Crossing is for non-motorized traffic only, such as pedestrians, bicyclists, wheelchair users, and skaters, and is not for use by powered vehicles of any kind, except for powered wheelchairs and maintenance and emergency vehicles.

2.3 This Agreement grants a personal license to Licensee only, and Licensee's rights hereunder cannot be assigned without the prior consent in writing of Licensor.

2.4 Licensee, at its sole cost and expense, shall erect and permanently maintain one or more signs indicating the conditions and limitations on the use of the Crossing, at location(s) adjacent to the Crossing designated by Licensor.

2.5 Nothing in this Agreement shall grant any rights in the public other than as stated herein, and Licensee shall not undertake to grant to the public or any third party any rights in or to the Crossing other than as permitted pursuant to and in accordance with this Agreement.

2.6 Licensor reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing for any and all railroad purposes. Licensor shall not be obligated to make cuts in its trains for the Crossing.

2.7 No expressed or implied means of ingress and egress or way of necessity upon, across or over or adjacent lands of Licensor is granted by this Agreement. Licensee, at its own expense, will secure and maintain any necessary means of ingress and egress to the Crossing across lands of others.

## **3. FEES:**

3.1 Licensee shall pay Licensor the sum of \$2,000.00 per year as an annual license fee ("Annual License Fee"). Licensee shall have no right of refund for any cause whatsoever with respect to Fees paid to Licensor, which shall be payable annually in advance commencing as of the effective date. Such Fee shall be adjusted on an annual basis, in proportion to the increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) specified for All

Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor ("CPI")..

3.2 Payment by Licensee of any Annual License Fee shall not be held to create an irrevocable license for any period.

3.3 Licensee shall also indemnify Licensor against, and shall pay or reimburse Licensor for, any additional taxes and assessments levied solely on account of the existence of the Crossing.

#### **4. CONSTRUCTION, MAINTENANCE:**

4.1 The Crossing shall be constructed, and thereafter maintained, by Licensor, at the sole cost and expense of Licensee.

4.2 The approaches to the Crossing, including, but not limited to, gates, fencing and separately metered electric service shall be constructed and installed by, and at the sole cost and expense of, Licensee.

4.3 Licensee will pay Licensor for the cost of construction of the crossing surface and signalization, and the parties agree to execute a construction agreement with terms substantially similar to Licensor's standard construction agreement, which shall include indemnification and insurance terms substantially similar to those set forth in this Agreement.

4.4 All other work associated with the construction of the Crossing shall be done by, and at the sole cost and expense of Licensee.

4.5 Licensor shall thereafter maintain the Crossing, at the sole cost and expense of Licensee, including signalization as more particularly set out in section 7, below.

4.6 Licensee, at its sole cost and expense, shall thereafter maintain all approaches, including, but not limited to, fencing, gates and separately metered electric service, and shall keep the Crossing and designated Sight Clearance Area(s) at all times free and clear of all spilled materials, mud, debris and all obstructions (including parked vehicles) to the reasonable satisfaction of Licensor.

4.7 Licensee shall perform or cause all Licensee's construction and maintenance under this Agreement to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Crossing and under conditions satisfactory to and approved by Licensor. Said construction and maintenance shall be performed at such times and in such manner as not to interfere with the movement of Licensor's trains.

4.8 In the event Licensee contracts for the performance of any Crossing work, Licensee

shall require its contractor(s) and/or subcontractor(s) to comply with all the terms of this Agreement.

4.9 In the event Licensee fails, in the judgment of Licensor, to comply with any construction or maintenance requirement of this Agreement, Licensor, without waiving any other provision of this Agreement, may either furnish the labor and materials required to do such work, at the sole cost and expense of Licensee, or terminate this Agreement in accordance with Article 12 hereof.

4.10 Licensee shall be solely responsible for the location and any relocation or protective encasement of any subsurface pipe or wire lines (telephone, electrical power transmission or distribution, fiber optic, cable television, water, sewer, gas or petroleum products, et al.) and for necessary relocation of surface structures or facilities (fences, towers, poles, etc.) incident to Licensee's construction (or reconstruction) of the Crossing.

## **5. DRAINAGE:**

5.1 Licensee shall not interfere with, or permit its contractors to interfere with, the existing drainage facilities within the approach ways or underneath the Crossing.

5.2 Licensee shall furnish, install and maintain, at Licensee's sole expense and in a manner satisfactory to Licensor, necessary drainage pipe within the approach ways and underneath the Crossing, on each side of said track(s), to accept drainage from the roadbed and keep drainage from the track(s) and right-of-way of Licensor.

## **6. PERMITS:**

6.1 Before any construction hereunder is performed, or before use by Licensee of the Crossing, Licensee, at its sole cost and expense, shall obtain any necessary permits or licenses from all Federal, State or local public authorities having jurisdiction over the Crossing or Licensor's right-of-way and shall thereafter observe and comply with said licenses and permits, with the requirements of such public authorities, and with all applicable laws, rules and regulations and modifications thereof.

6.2 Licensor shall co-operate with Licensee in securing and complying with any Federal, State or local permits relative to the Crossing.

6.3 Licensee shall defend, protect and hold Licensor harmless for failure to obtain permits and licenses, for any violation thereof, or for costs or expenses of compliance or remediation.

## **7. BARRICADES, GATES; SIGNALS:**

7.1 Licensee, at its sole cost and expense, shall furnish, construct and maintain any



gate(s), barricade(s), sign(s), flashing light signals, and/or crossing warning device(s), or provide permanent flaggers or other protective services, as shall from time to time be deemed necessary for public safety purposes by Licensor or by any public authority having jurisdiction over rail grade crossings. The design and placement of signs, barriers, gates and any crossing warning devices shall be subject to the approval of Licensor. The cost of installing and maintaining and/or furnishing such additional crossing protection shall be paid solely by Licensee as a condition to keeping the Crossing in place.

7.2 Licensor may elect to furnish materials and install such gates, barricades, signs or automatic or other crossing warning devices, or provide such protective services, at the sole cost and expense of Licensee. Licensor may require the advance deposit of the estimated cost and expense of such work and materials. Upon completion of construction, Licensor will promptly refund any portion of the deposit in excess of Licensor's costs and expenses. Should Licensor's costs and expenses exceed said deposit, Licensee shall promptly pay such excess upon receipt from Licensor of bill therefor.

7.3 The operation of barriers and other warning devices and the performance of said protective services shall be in accordance with the more restrictive of the requirements of Licensor or such public authority. Licensee will install gates that shall by normally, by default and in any failure mode, be in and return to the closed position; shall open by push button or similar control device and shall return to the closed position as a part of the completion of each operating cycle.

7.4 a. Licensee will pay to Licensor, a base Annual Signal Inspection and Testing Fee of \$1,500.00 for as long as the Crossing exists pursuant to this Agreement. The base Annual Signal Inspection and Testing Fee shall be Licensor's compensation for providing all inspection and testing of the signaling devices at the crossing as may be required by the Federal Railroad Administration, and any other agency having regulatory jurisdiction over the same, and shall be adjusted on an annual basis, in proportion to the increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor ("CPI")..

b. In addition to said Annual Signal Inspection and Testing Fee, Licensee shall reimburse Licensor, within thirty (30) days after receipt of any invoice from Licensor for the same, (a) the cost of upgrading said signals to prevent obsolescence, and (b) the cost of repairing or replacing said signals, or any component thereof, whether required by damage thereto from any cause, ordinary wear and tear, or the exhaustion of the actual or legally permissible useful life of the same. If Licensee fails or refuses to maintain and/or provide or pay any part of said costs, Licensor may terminate this Agreement as in Article 12.

## **8. OPERATIONAL SAFETY:**

8.1 Licensee shall use and shall cause its agents, employees, contractors, patrons and invitees to use the highest degree of care in the operation and use of the Crossing so as to avoid collisions and/or interference with operations of Licensor.

8.2 Licensee shall erect, and maintain standard universal, reflectorized 'RAILROAD CROSSING' signs on each side of the Crossing, clearly visible to pedestrian and other non-motorized traffic approaching the Crossing from either side and shall erect, and thereafter maintain, standard universal, reflectorized highway 'STOP' signs on each side of the Crossing, clearly visible to pedestrian and other non-motorized traffic approaching the Crossing from either side, all at Licensee's cost. Licensee shall be solely responsible to periodically inspect such signs to insure that they are in place and visible. All signage text will be in English and Spanish.

## **9. FLAGGING, CONSTRUCTION:**

9.1 If Licensor deems it advisable during any period of construction, maintenance, repair, renewal, alteration, change, or removal of the Crossing, to place temporary watchmen, flaggers, inspectors or supervisors, for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, Licensor shall have the right to do so, at the expense of Licensee, but Licensor shall not be liable for its failure to do so.

9.2 Subject to Licensor's consent and to Licensor's railroad operating rules, Licensee may provide flaggers, watchmen, inspectors or supervisors during all times of such construction, re-construction, etc., at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flaggers, inspectors or supervisors.

## **10. EXPLOSIVES:**

10.1 In the construction and/or maintenance of the Crossing, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express prior written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

10.2 Neither Licensee nor Licensee's contractor(s), agent(s), employee(s) or invitee(s), shall transport, carry or haul any explosive, flammable, combustible or other hazardous or dangerous materials, goods or commodities across track(s) of Licensor without separate prior written consent of Licensor. Such restrictions shall not apply to gasoline or diesel fuel in the vehicular fuel supply tanks of any construction or maintenance vehicle passing over the Crossing.

## **11. ALTERATIONS; TRACK CHANGES:**

11.1 Whenever any repairs or changes are made to Licensor's right-of-way or track, or if additional track(s) are laid at the site of the Crossing, necessitating repairs to, alteration of, or relocation of the Crossing, the cost of all labor and materials required to make such repairs to, alterations of, or relocation of the Crossing shall be borne equally by the parties.

11.2 In the event that Licensor's operating and/or maintenance needs or uses require any

change (including any raising, lowering, or additions to), relocation or improvement in its right-of-way, track(s), structures, roadbed, rail communication or other facilities (including fiber optic cable), which necessitate any change of location, height or depth of the Crossing, Licensor shall make such changes in the Crossing and/or the grading, approaches or drainage, within thirty (30) days after notice in writing to Licensee, and the cost of the same shall be borne equally by the parties.

11.3 If Licensee desires to revise, relocate or change in all or any part of the Crossing, or if Licensee is required to change or alter the Crossing, drainage or approach ways, plans therefor shall be submitted to Licensor for approval before any such change is made.

11.4 After any such change or alteration, the terms and conditions of this Agreement shall apply the Crossing, drainage and/or approach ways, as so changed or altered.

## **12. TERM, TERMINATION, REMOVAL:**

12.1 This Agreement shall be and remain in effect, from the date first written above, shall continue for a term of 20 years, which term shall thereafter automatically renew for successive like terms, for as long as the Crossing is used by the public pursuant hereto.

12.2 Upon failure of Licensee to perform or comply with any term, covenant, clause, or condition herein contained, Licensor shall give Licensee 60 days notice and opportunity to cure, upon failure of which this Agreement may be terminated immediately upon notice by Licensor. After any such termination, Licensor may barricade or otherwise block the Crossing until removed by Licensee, at sole risk and expense of Licensee.

12.3 Within thirty (30) days after termination of this Agreement, unless the parties hereto otherwise agree, the Crossing shall be removed, all approaches barricaded, and right-of-way of Licensor restored in a manner satisfactory to Licensor, all at the sole cost and expense of Licensee. All removal and restoration work to be performed on that portion of the Crossing between the rails of said track(s) and for two feet (2') beyond each rail shall be done by Licensor, at Licensee's sole cost and expense.

12.4 If Licensee fails to make removal as in Section 12.3, Licensor may remove same, by Licensor employee or contract forces, at Licensee's sole risk, cost and expense.

12.5 All rights which Licensee may have hereunder shall cease and end upon termination as provided herein; provided, however, that termination of this Agreement shall not in any manner affect any claims and liability which may have arisen or accrued hereunder prior to termination, and which, at the time of termination, have not been satisfied.

## **13. RAILROAD FORCE ACCOUNT COSTS:**

13.1 Licensor's expense for wages of Licensor's employees ("force account" charges)

and materials for any work performed at the expense of Licensee pursuant to this Agreement shall be paid by Licensee within thirty (30) days after invoicing for the same.

13.2 Such expense shall include, but not be limited to: cost of labor and supervision under "force account" rules, plus current applicable overhead charges (traveling expense, Federal Railroad Retirement and Unemployment Taxes, vacation allowances); the actual cost of materials; and insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Railroad fixed applicable rates.

#### **14. RISK, LIABILITY, INDEMNITY:**

14.1 Licensee, recognizing that Licensor's operations and any use of Licensor's property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause, including: (A) any fault, failure or negligence of Licensor in the construction, operation or maintenance of the Crossing or in rail operations on or over the Crossing; and/or (B) any fire, regardless of the source or origin thereof. For this Section, the term "Property of Licensee" shall include property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for the sole benefit of Licensee.

14.2 Licensee, with the recognition of the above, and as further consideration for the grant of this crossing right, also assumes, to the extent permitted by law, all liability for, and releases and agrees to defend, indemnify, protect and save licensor harmless from and against:

a. all loss of or damages to any other property, including property in the care, custody or control of Licensor and third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof;

b. all loss and damages on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons hereto) on the Crossing; and

c. all claims and liability for such loss and damage and cost and expense thereof; arising out of, resulting from, or connected in any manner with the construction, reconstruction, maintenance, existence, use, condition, repair, change, relocation or subsequent removal of the Crossing, any parts thereof or appurtenant structures, caused solely by the fault, failure or negligence of Licensee. Nothing contained herein is intended to be, nor shall it act as, a waiver of any defense, including that of sovereign immunity, that Licensee may have as to any third party.

14.3 For the purposes of these Liability and Indemnity provisions only, all persons, including the employees of Licensor (flaggers, watchmen, etc.) and of Licensee, or employees of any independent or subcontracting third parties engaged in any construction or maintenance activities at the Crossing, in any of the work described in this Agreement, shall be deemed to be the

sole contractors of Licensee while so engaged.

14.4 All obligations of Licensee under this Agreement to release, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with Licensors, and their respective officers, agents and employees.

14.5 Licensee shall, within 30) days notify Licensors in writing, by Certified Mail or by commercial courier of any claims made against Licensee and/or Licensors arising in any manner from the existence of this Agreement and/or the Crossing.

## **15. INSURANCE:**

15.1 Prior to commencement of surveys, installation or occupation of the Crossing pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by Licensee under this Agreement and having coverage limits of not less than FIVE MILLION DOLLARS (\$5,000,000.) Combined Single Limit per occurrence for bodily injury liability and property. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days notice to Licensors prior to cancellation or modification of any policy. Certificate of insurance should reference Agreement number and should be mailed each successive year to the address listed above.

15.2 If said policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

15.3 Licensors may at any time request evidence of insurance purchased by Licensee to comply with this requirement, and may demand that Licensee purchase insurance deemed adequate by Licensors. Failure of Licensee to comply with Licensors's demand shall be a default under this Agreement.

15.4 Securing by Licensee of insurance hereunder shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

15.5 Licensee, its agents or contractors, shall procure, and shall maintain during the construction phase of this agreement, at its sole cost and expense, a policy of Railroad Protective Liability Insurance with limits of TWO MILLION DOLLARS (\$2,000,000.) per occurrence and/or aggregate limit of SIX MILLION DOLLARS (\$6,000,000).

15.6 Licensee may elect to self-insure all or any part of the insurance obligations set out in this Section 15, but no such election will relieve Licensee from providing first dollar coverage

for all claims and first dollar defense of all claims that would have otherwise been available pursuant to the insurance coverage specified herein.

**16. BREACH, WAIVER:**

16.1 Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

16.2 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of the Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee.

**17. NOTICE(S):**

17.1 Before doing any work on Licensor's right-of-way, Licensee shall give Licensor's Railroad Superintendent, at least seven days' notice, except that in cases of emergency repairs such shorter notice shall be as far in advance as the nature of the emergency permits.

**18. TITLE:**

18.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title in the area of the Crossing. It is expressly understood that Licensor does not warrant its title in any manner, and Licensee accepts the grants and privileges recited herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to Licensor's property, and all leases, licenses and easements or other interests previously granted to others therein.

18.2 The term "license," as used herein, shall mean with regard to any portion of its Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it may not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the

owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensors' existing rights therein.

18.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

18.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along any Crossing(s), including claims for punitive or special damages.

18.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

**19. DEVIATIONS:** Deviations from the design, construction and location of the Crossing, as shown on Exhibit A hereto, shall only be by written permission and consent of Licensor.

**20. GENERAL PROVISIONS:**

20.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.

20.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Licensor, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Licensor.

20.3 This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

20.4 Neither the form nor any language of this Agreement shall be interpreted or construed in favor of or against either party hereto.

20.5 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law. Each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent

and severable status from each other separate division for the determination of legality, so that if any separate division is determined to be void, voidable, invalid or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division herein contained, or any other combination thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the day and year first above written.

**Witness for Licensors:**

\_\_\_\_\_

R.J. CORMAN RAILROAD COMPANY/  
CENTRAL KENTUCKY LINE, LLC

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

\_\_\_\_\_

LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT

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.

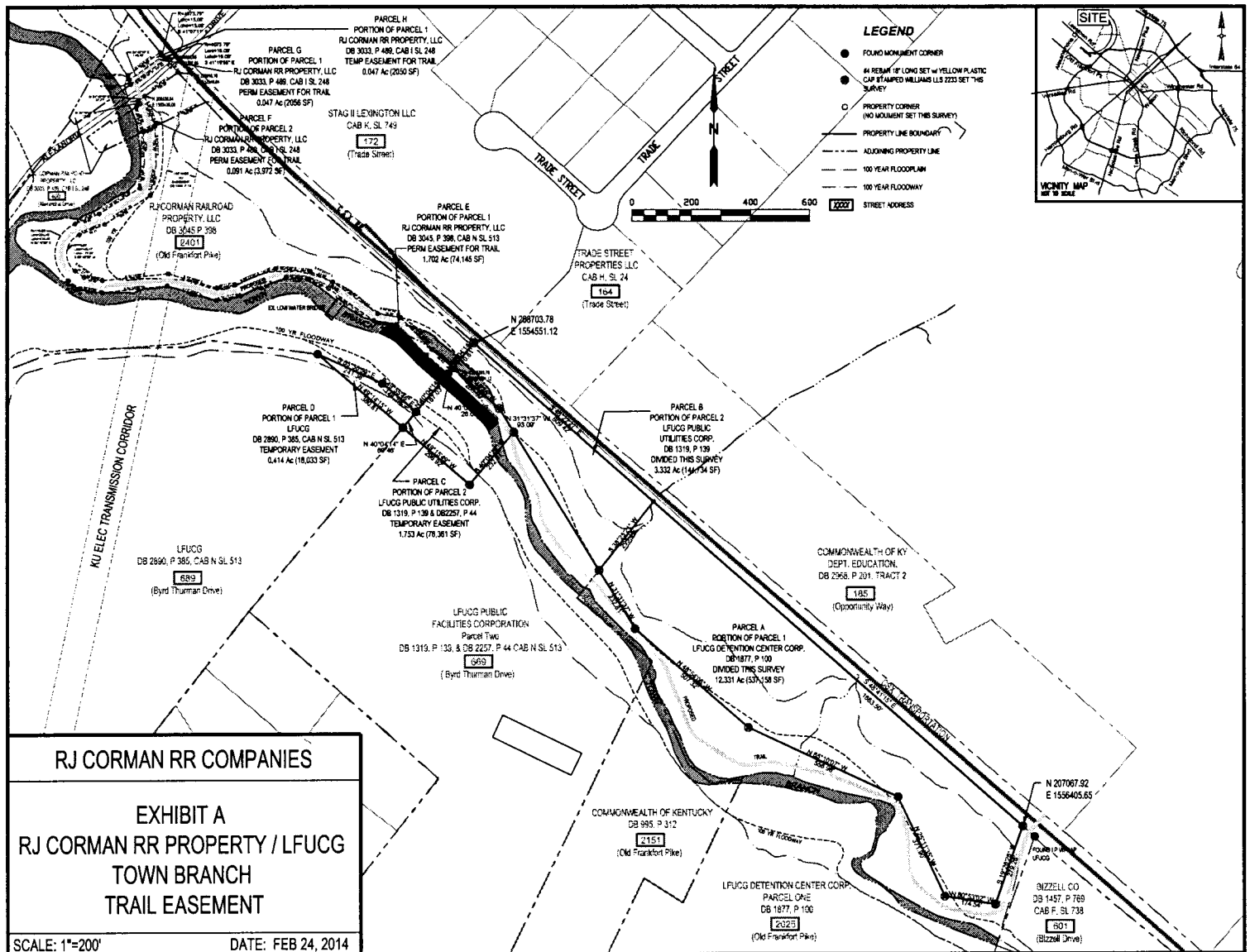
Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_



## ITEM 5



## ITEM 6

## **CONSTRUCTION EASEMENT AGREEMENT**

**THIS CONSTRUCTION EASEMENT AGREEMENT** is made as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between R. J. CORMAN RAILROAD PROPERTY, LLC, a Kentucky limited liability company, the address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter called "Railroad" and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, the address of which is 200 East Main Street, Lexington, Kentucky 40507, hereinafter called "Contractor".

### **WITNESSETH:**

(Wherever used herein, the terms "Railroad" and "Contractor" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors, assigns, affiliates and subsidiaries of corporations and other entities.)

THAT, for and in consideration of the mutual promises, covenants, terms and conditions set out herein, the sufficiency of which is hereby acknowledged, Railroad does hereby GRANT unto Contractor, WITHOUT WARRANTY and only to the extent that Railroad's title permits, and FURTHER SUBJECT to the terms, conditions, exceptions and reservations herein made, a temporary, construction easement, on, over and across that certain property located in Fayette County, Kentucky, and more particularly shown on Exhibit A as attached hereto and incorporated herein (the "Easement area"), solely for use by Contractor in connection with its public work, being the construction of Town Branch Trail, between 164 Opportunity Way, and 1900 Leestown Road, as said Road passes under New Circle Road, all in Lexington, Kentucky, in Lexington, Kentucky, at and near Railroad's crossing of the same.

EXCEPTING and RESERVING unto Railroad, its successors and assigns, the right to continue to occupy, possess and use the Easement area for any and all railroad purposes consistent with Railroad's operations and needs, but only to the extent that such occupancy, possession and use do not interfere with Contractor's possession, use and occupancy of the same for the purpose hereby granted.

The Easement and rights herein granted are solely for the purpose herein contained and are subject to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easement area, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; and are further subject the following terms, conditions, exceptions and reservations:

1. Contractor may, at Contractor's sole expense, erect a suitable temporary fence to secure the Easement area.

2. Contractor shall, at Contractor's sole expense, grade the Easement area and lay down gravel or other temporary surfacing as necessary to make the Easement area suitable for Contractor's purposes and to prevent rutting, ponding and erosion. Contractor shall, at the termination of the Easement and at Contractor's sole expense, grade as necessary to remove and correct any then existing rutting, ponding and erosion.

3. This Easement shall terminate upon the earlier of: completion of Contractor's work on the aforesaid Project or relinquishment of this Easement in writing by Contractor.

4 Upon termination of this Easement Contractor may, and shall if requested by Railroad, remove any and all fencing, signage and other fixtures and improvements placed on the Easement area, and shall leave the Easement area in as good usable condition as existed as of the date hereof.

5. Contractor shall defend, indemnify and hold Railroad, its owners, officers, directors and employees harmless from, any and all claims arising in any manner from Contractor's presence on or use of the Easement area, save and except only those claims arising from the alleged wrongful act or omission of Railroad. Nothing herein is intended to be, nor shall it act as, a waiver of any defense, including that of sovereign immunity, that Licensee may have as to any third party.

**IN WITNESS WHEREOF**, the parties have hereunto set forth their hands and seals the day and year first above written.

ATTEST:

R J CORMAN RAILROAD PROPERTY, LLC

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

\_\_\_\_\_  
Jim Gray, Mayor

## ITEM 7

**4<sup>th</sup> STREET RAILS TO TRAILS PROJECT  
SOIL MANAGEMENT AND CAPPING PLAN**

**CSX PROPERTIES  
R.J. CORMAN RAILROAD PROPERTY, LLC  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

**January 2014**

**Prepared By:**

**R. J. Corman Railroad Property, LLC  
101 R.J. Corman Drive  
Nicholasville, Kentucky 40340**

**4<sup>th</sup> STREET RAILS TO TRAILS PROJECT  
LEXINGTON, KENTUCKY  
SOIL MANAGEMENT AND CAPPING PLAN**

R. J. Corman Railroad Property, LLC (RJC), through Environmental Assessments, LLC, has completed soil sampling a section of an unused railroad right-of-way, owned by CSX Transportation, Inc. (CSX), located between Fifth Street, and RJC's Belt Line Railroad, in Lexington, Kentucky as more particularly shown on said Exhibit A (the "Property"), as required in the Purchase Sale Agreement between CSX and RJC. The Environmental Assessments Report is attached as Exhibit B.

RJC is acquiring the Property as part of an agreement between RJC and the Lexington Fayette Urban County Government (LFUCG) whereby immediately after the transfer from CSX, RJC will transfer the property to LFUCG for a recreational rails-to-trail project (the "Project").

As soil contamination was detected in portions of the Project corridor (See Environmental Assessments' Report), a Soil Management and Capping Plan is required under the Purchase Sale Agreement. In developing the following soil management and capping plan, RJC has reviewed existing literature regarding best management practices and remedial actions regarding contaminated soil associated with similar rail-to-trail and development projects on contaminated soil.

Although LFUCG has not yet developed construction plans for the Project, it is expected that a combination of excavation and fill will be required in order to modify the existing ground elevation to achieve the proposed grade for the Project. The following soil management guidelines address the minimum requirements for contaminated soil that may be excavated and removed during the grading process, as well as the areas that may be filled during the grading process.

The parties have acknowledged and agreed that LFUCG, as the successor in interest to the Property, may need to obtain additional state and/or federal approvals of the Soil Management and Capping Plan once the design and construction plans for the Project have been finalized.

Soil Management

If all federal, state, and local regulations allow, any contaminated soil excavated in association with the project may be utilized as fill on other regions of the project corridor, as needed. If the contaminated soil is not to be used on the project corridor, it must first be tested before it can be disposed of, in order to determine the level of contamination and disposal option. All potentially contaminated soil excavated as part of this project, and not used on the project, will be transported and disposed of in accordance with any applicable rules and regulations of the United States Environmental Protection Agency (US EPA) and the Kentucky Department of Waste Management (KDWM).

In conjunction with the finalized construction plans for the Project, an appropriate plan for training of construction workers and other involved with on-site work on the Project ("Worker



Training Plan”) shall be developed based upon the finding of the Environmental Assessments’ Report and applicable federal, state and local law with respect to applicable construction worker health and safety requirements for soil capping and remediation.

Erosion and sedimentation barriers (silt fencing) shall be temporarily installed during clearing and construction to minimize erosion and sedimentation and contact with potentially contaminated soils, and excavated soils shall be covered with a tarp or plastic sheet until removal from the project site to minimize potential contact with contaminated soil.

#### Design Guidelines for Capping of Tread Way

Capping of the Project corridor will be accomplished with the final grading and paving of the project corridor. A cap of the tread way will be a minimum of one (1) foot thick, including approximately 1.5” of pavement, providing a barrier to the potentially contaminated soils. Regular inspections of the paved trail should be conducted to ensure the integrity of the cap. If any cracks or other breaches in the cap are identified, these should be addressed and repaired immediately to minimize erosion and sedimentation and to minimize potential direct contact with contaminated soils.

#### Design Guidelines for Un-Capped Areas

While developing the design for the trail, the design engineer or architect should follow these guidelines.

1. Outside of the tread way, control contact with potentially contaminated soil by implementing one or more measures to minimize or eliminate contact with potential residual contamination, including:
  - Design landscaping, including the nature, location, and density of plantings, that channels recreational users of the trail to the tread way, disrupts the creation of informal tread ways (such as single track trails) and directs users away from potentially contaminated soil;
  - Create areas of congregation, such as benches, rest areas, and scenic areas, that draw recreational users of the trail and encourage congregation away from potentially contaminated soil;
  - Install signs informing users of upcoming congregation areas and/or advising users to remain on the path;
  - Stabilize the soil through plantings, grading, or other erosion control measures;
  - Install guardrails, curbing, or fences in areas to encourage users to stay the tread way; or
  - Implement other design features that would minimize or eliminate contact with residual contamination in the soil.
2. The design should identify areas where potentially contaminated soil will be removed and areas within the corridor where such soils can be safely stored

temporarily so that the Construction Contractors can re-use as much material on-site as possible.

### Post-Construction

1. Establish a protocol to ensure that future workers performing maintenance or construction within the right-of-way are made aware of the need for appropriate best management practices, including:
  - Posting of signage indicating that a permit from the trail manager is necessary before any excavation of the corridor begins.
  - Sending notice of the existence of such requirement to easement holders and the municipal engineer and/or public works department; and
  - Developing Standard Operating Procedures with local utilities, easement holders, public works department, and other municipal offices for work in the right-of-way.
  - The requirement of a Worker Training Plan to address soil disposal and/or when contaminated soil is being disturbed during the post-construction period. Such activities may include underground utility installation or maintenance, stump removal, drainage swale construction, etc.
2. Establish a procedure for the trail manager to periodically travel the corridor and inspect the integrity of the trail surface, structures and landscaping and require appropriate action to correct any problems observed.

## EXHIBIT A



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**SATCHEL  
FOUNTAIN VILLAGES  
604-226-2788  
www.sv.com**  
**WORTHINGTON WATER COMPANY  
604-268-2266  
www.wc.com**  
**WORTHINGTON WATER COMPANY  
604-226-2788**

LABORATORY AND  
 CLINICAL CASE COMPANY  
 880-357-8363  
 880-357-1981  
 CASE TELEVISION  
 PRODUCT DEMONSTRATIONS  
 880-574-4444  
 CANNED FOODS/DAIRY CONTROL  
 UPTON DEVISION OF PLASTIC  
 DISPOSABLES  
 880-790-3389

THE INSTALLATION OF CRIMESIGHT IS  
 FINANCED OR APPROVED BY THE U.S. GOVERNMENT.  
 FEDERAL

[illegible]

AGENCY'S INSURANCE: MAP SHOWED OTHER SIDE. MAP COMPANY COULD NOT BE THE OTHER FLOOD INSURANCE, BECAUSE MAP (1961) FOR THE COMMUNITY IN WHICH THE SHELTER FACILITY WAS IN FACTICALLY LOCATED, START AT SHELTER, WAS FOR NON FLOODS BECAUSE NO SPECIAL FLOOD HAZARD AREAS ARE OTHER THE MAP AREA.

REGULATIONS ESTABLISHED BY THE SUPERVISION REGULATIONS FOR A  
 UNION P.M. AND IS NOT ELIGIBLE FOR RECOMPENSATION.

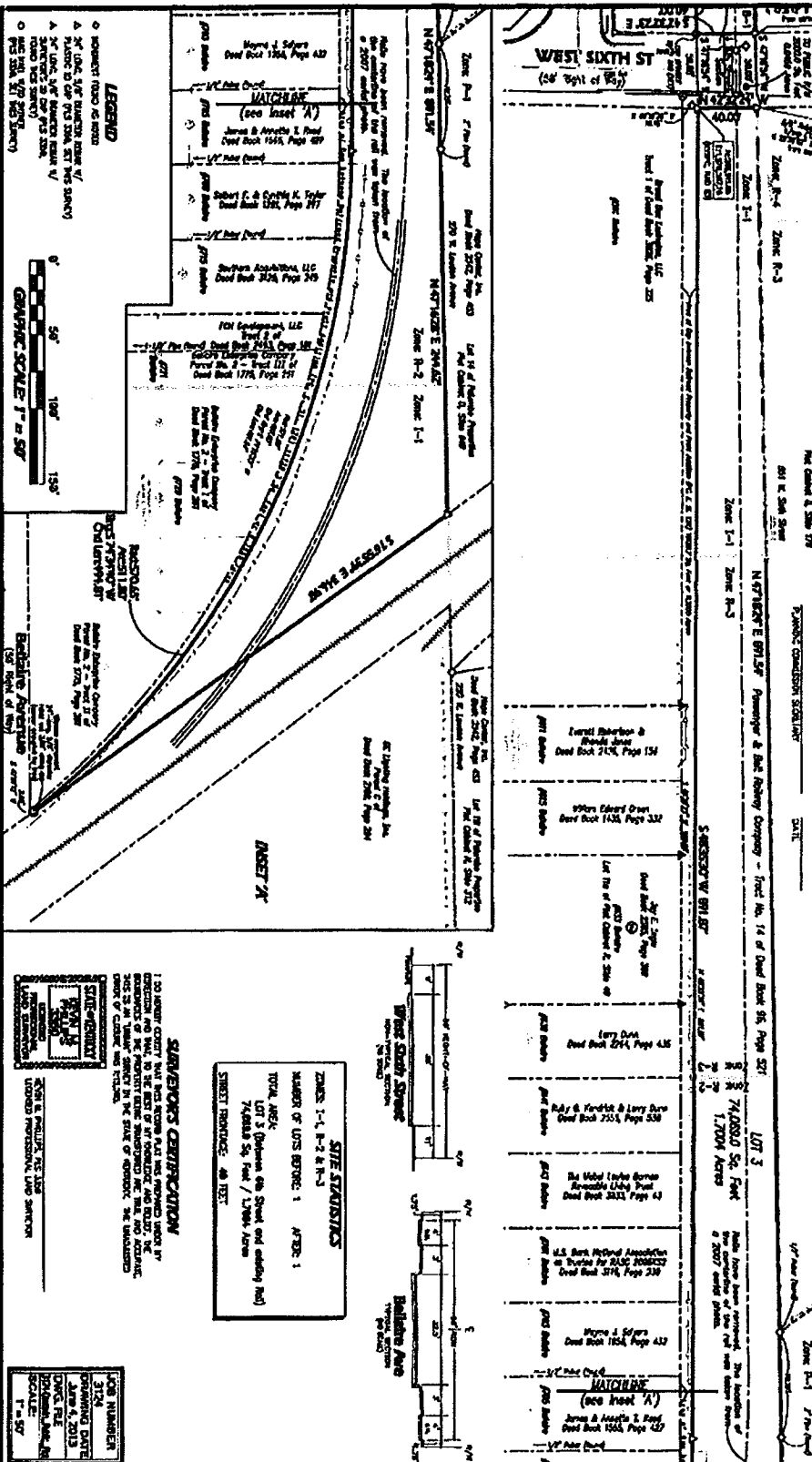
REGULATIONS ESTABLISHED BY THE SUPERVISION REGULATIONS FOR A  
 UNION P.M. AND IS NOT ELIGIBLE FOR RECOMPENSATION.

[illegible][illegible]

I DO HEREBY CERTIFY THAT THE ACQUISITION OF THE PROPERTY SHOWN HEREON WAS  
APPROVED BY THE TOWN COUNCIL ON JUNE 11, 2013.

I DO HEREBY CERTIFY THAT THE ACQUISITION OF THE PROPERTY SHOWN HEREON WAS  
APPROVED BY THE TOWN COUNCIL ON JUNE 11, 2013.

DATE	DATE
COUNCIL CLERK	DATE



PLAN 2013-

ORDERED TO RECORD  
 PAID \$\_\_\_\_\_ IN TAX  
 AT \_\_\_\_\_, IN  
 DAY OF \_\_\_\_\_, 20\_\_\_\_  
 DONALD W. BLEVINS, JR.  
 TARRANT COUNTY CLERK  
 BY \_\_\_\_\_, DE.

This find records a  
boundary survey and  
completes with 271 RAR  
18-120

PUBLIC ACQUISITION & RETRACEMENT MINOR SUBDIVISION PLAT  
**Passenger & Belt Railway Company -Lot 3**  
**(Legacy Trail)**  
 Northeast of Bellefleur Avenue between 6th Street and Loudon Avenue  
 Lexington, Fayette County - Kentucky

**ENDRIS**  
engineering  
771 Enterprise Drive, Lexington, KY 40510  
Tel: 606-223-1405  
Fax: 606-223-1436

[illegible]

**Victory Map**      **Scale: 1" = 1,200**

HE PURPOSE OF THIS PLAN IS TO RE-PLACE THE ACCOUNT OF THE PREVIOUSLY A LATE FATHER THAT LIES IN THE CITY STREET AND SOON STREET AS DESCRIBED IN THE BOOK "A PLAN FOR THE CITY OF NEW YORK" BY THE LATE FATHER. THE PLAN IS TO BE A NEW PLAN OF THE CITY OF NEW YORK, AND TO BE A NEW PLAN OF THE CITY OF NEW YORK, AND TO BE A NEW PLAN OF THE CITY OF NEW YORK.

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RESOLUTION # ---2013

I DO HOPEY GODDY YOU'LL FIND OUT THAT THE RECORDERS ESTABLISHED BY THE SUPERVISION REGULATIONS FOR A MINOR FINE, AND IS NOW CRIMINAL FOR RECORDING.

**DAT**

CLARK  
PROPERTY UTILITIES  
800-226-2780  
WATER  
PROPERTY AND/Or WATER COMPANY  
800-226-2780  
WASTE WATER  
LONGHORN-FATILE OIL AND COUNTY  
800-425-2400  
WASTEWATER  
COASTAL GAS COMPANY  
800-425-2400

36. ECONOMIC SYSTEM: AGRICULTURE AND STOCK RAISING ON EXTENSIVE STATE LANDS. THE  
LOCAL PEOPLE HAVE AGRICULTURE BASED ON THE PASTORAL PRACTICE OF  
PASTORALISM. THE ECONOMY HAS BASED ON THE PASTORAL PRACTICE OF  
UTILIZING CONSUMERS' ORGANISM. THE PASTORAL PRACTICE OF  
PASTORALISM, AGRICULTURE AND STOCK RAISING ON EXTENSIVE STATE LANDS  
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AND STOCK RAISING ON EXTENSIVE STATE LANDS. THE PASTORAL PRACTICE OF  
PASTORALISM, AGRICULTURE AND STOCK RAISING ON EXTENSIVE STATE LANDS.

BASED ON AN INSPECTION OF THE FEDERAL DISTRICTS MANAGEMENT AGENCY'S PROJECT MAP, DISTRICT COUNCIL SIX, MAP SERIES 8200, SECTION 25, THE CANNON FLOOD DISTRICTS RAIN MAP, DATED FOR 1963, IT IS THE AGENT'S OPINION THAT THE DISTRICTS RAIN MAP IS IN FACT, A COPIED MAP OF THE DISTRICT PROPERTY LIES IN THE DISTRICT COUNCIL SIX OF KENYON, NEW JERSEY. THE AGENT PROMISED RECENTLY NO OTHER FLOOD HAZARD MAPS ARE WITHIN THE MAP AREA.

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- ▲ 2<sup>ND</sup> LONG 3/4" DIAMETER ROUGH W/  
MUSKIE TO CAP (P1.5 ISSR, AT THIS SURFACT)
- ▲ 2<sup>ND</sup> LONG 3/4" DIAMETER ROUGH W/  
SURFACTS TO CAP (P1.5 ISSR,  
FROD THIS SURFACT)
- ONE PAIR W/TH SURFACT  
(P1.5 ISSR, AT THIS SURFACT)

1 DO HONOR CERTIFY THAT THIS RETURN FULFILLS THE PROVISIONS UNDER BY PROVISION AND PART TO BE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION OF THE PROPERTY BEING TRANSFERRED ARE TRUE AND ACCURATE. THIS IS AN "EXACT" SURVEY IN THE STATE OF MONTGOMERY. BE UNWAIVERED ORDER OF COURT. THIS IS 11/20/00.

**JOB NUMBER**  
**3124**  
**DRAWING DATE**  
**1/28/67**

PAID \$            INC. TAX  
AT            IN  
DAY OF            20            
DONALD W. NELSON, JR.  
PARLETTE COUNTY CLERK  
BY            DE.           

**Passenger & Belt Railway Company - Lot 2  
(Legacy Trail)**

Northwest of Jefferson Street between 5th and 6th Streets  
Lexington, Fayette County - Kentucky

# ENDRIS

## engineering

771 Enterprise Drive, Lexington, KY 40510

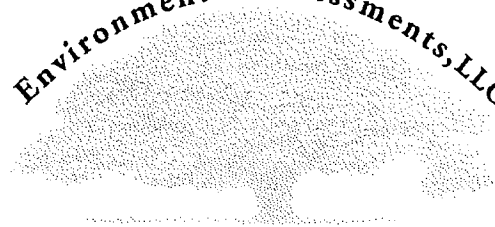
776 859-253-1425  
FAX 859-233-1431

0510

**PLAN 2013**

## EXHIBIT B

**Environmental Assessments, LLC**



1001 Monarch Street; Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

**Surface Soil Analysis  
Rails to Trails Conversion  
CSX Transportation Site: KY-067-1045033**

**Prepared For:**

**RJ Corman Realty, LLC  
Attn: Jo Southworth  
101 R.J. Corman Drive  
Nicholasville, Kentucky 40340**

**May 30, 2012**

Environmental Assessments, LLC

1001 Monarch Street; Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

May 30, 2012

RJ Corman Realty, LLC  
Attn: Jo Southworth  
101 R.J. Corman Drive  
Nicholasville, Kentucky 40340

**Re: Surface Soil Analysis—Rails to Trails Conversion**  
**CSX Transportation Site: KY-067-1045033**

Dear Jo:

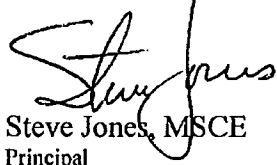
Thank you for selecting Environmental Assessments LLC for this project. We have completed the soil sampling program outlined in the attached, *Exhibit B: Minimum Sampling Requirements For Rails-to-Trails Conversion of Rail Corridor* for the former railway extending from West Fourth Street (at Henry Street) to the north end of Bellaire Avenue. The report of our assessment is attached herein.

We have identified all four contaminants of concern in surface soil samples (0" to 6") along the trail lease. Please refer to Sections 4 and 5 of the report for a discussion of our findings and Section 6 for a discussion regarding further investigation and /or manage-in-place options.

If you have any questions regarding our work or if we may be of further assistance, please call.

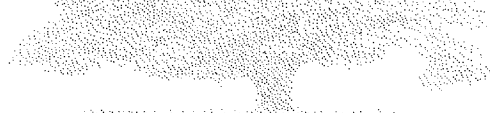
Sincerely,

**Environmental Assessments LLC**

  
Steve Jones, MSCE  
Principal



# *Environmental Assessments, LLC*



1001 Monarch Street; Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

*-- Since 1999 --*

## *Statement of Qualifications*

### *What We Do*

Environmental Assessments LLC specializes in environmental site assessments for commercial, industrial and agricultural real property, as well as, environmental compliance issues.

**Environmental Due Diligence—ASTM E 1527-05 / AAI  
Soil / Groundwater Investigations / Remediation  
Superfund and other Regulatory Compliance**

**Steve Jones, MSCE**

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### *Experience*

Steve has over 20 years of experience working with civil and environmental engineers, geologists and environmental scientists and has recently been the lead consultant for several successful Superfund projects. He has performed hundreds of environmental site assessments for a multitude of clients on industrial properties, national retail chains, gasoline/convenient stores, horse farms, other agricultural property, new development, and local businesses.

Steve served on the ASTM committee (E50.02) that wrote the Phase I ESA standard. He provided assistance in conjunction with the EPA on the new standard practice to comply with EPA's "All Appropriate Inquiry" regulation mandated by Congress (ASTM E 1527-05).

### *Education*

Master of Science, Civil Engineering—University of Kentucky; Environmental Emphasis  
Bachelor of Science, Environmental Geography—Ohio University; Biology, Geology Emphasis  
OSHA 29 CFR 1910.120 40 Hour Hazardous Material Training Course  
EPA On Farm Assessment and Environmental Review Program (OFAER)—Certified  
ASTM E 1527-05 Standard Practice for Environmental Site Assessments (Training Course)  
Kentucky Real Estate License

*Fully Insured*

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# Surface Soil Analysis—Rails to Trails Conversion

## CSX Transportation Site: KY-067-1045033

### 1. Introduction

Environmental Assessments LLC, in conjunction with Shield Environmental Associates, has completed the soil sampling program outlined in the attached, *Exhibit B: Minimum Sampling Requirements For Rails-to-Trails Conversion of Rail Corridor* for the former railway extending from West Fourth Street (at Henry Street) to the north end of Bellaire Avenue. This soil sampling program was initiated by R.J. Corman Railroad Company in conjunction with Transylvania University. The trail lease is approximately 3500' in length and we obtained seventeen composite soil samples—each comprised of five specimens that extended perpendicular to the track and from “toe to toe” across the former rail bed. (see attached Photo).

### 2. Field Activity Summary

We arrived on site at 9:00 a.m. on May 8, 2012, and completed the sampling at approximately 6:00 p.m. the same day. The weather was sunny and warm and the soil was essentially dry to moist.

Each of five soil specimens, for all seventeen locations, was placed in a one-gallon plastic bag for mixing and a composite sample was grabbed from each bag and placed into two, four-ounce jars and labeled. The samples were immediately placed in an iced cooler. The remainder of the laboratory paperwork was completed the following morning and the samples were sent Fed Ex to the laboratory on May 9, 2012.

Each specimen was collected from 0 to 6,” using a hand auger. The auger was decontaminated with alconox and de-ionized water between each sampling location. A fresh pair of disposable vinyl gloves was used to handle each sample.

### 3. Laboratory Analysis

The report of the laboratory analysis was received on May 22, 2012 (analysis report attached). We compared the laboratory values against the Division of Waste Management, Superfund Branch, *Region 9 Residential Screening Levels* (RSLs) adopted on June 8, 2011. The RSL table is now used in the same way that Superfund's *Preliminary Remediation Goals, 2002* (PRGs) have been used in the past. The limiting values for the contaminants of concern (COCs) are listed below and measured in parts per million, ppm.

Contaminant of Concern	Regional Screening Level Resident Soil Table April 2012 (RSL)
• Lead	400.0 ppm
• Arsenic	0.39 ppm*
• Total Petroleum Hydrocarbons, Diesel Range Organics (TPH-DRO)	100.0 ppm**
• Polycyclic Aromatic Hydrocarbons (PAHs)	0.015 ppm***

\*Arsenic naturally occurs all over the region. These values are generally within the range of “naturally occurring”; however, there is one outlier at sample location #12—arsenic value = 25 ppm. This value may cause arsenic to be considered for remediation using a risk-based analysis.

\*\*TPH-DRO is not listed in the EPA Region 9 RSLs. It is, however, listed in the Division of Waste Management, Superfund Branch - Petroleum Cleanup Section Closure Report for Petroleum Releases and Exempt Petroleum Tanks; form DEP 7097C, Revised July 2010. DEP 7097C lists the maximum TPH value for residential soils at 100 ppm if no carcinogenic PAH constituents are present above Region 9 PRG screening levels (RSLs). Each individual PAH constituent must be below its corresponding RSL.

\*\*\*RSLs for PAHs vary with each PAH constituent. For instance, the RSL for benzo (a) pyrene is 0.015 ppm.

#### Contaminants of Concern (COCs)

The COCs for this project were outlined in the attached, *Exhibit B: Minimum Sampling Requirements For Rails-to-Trails Conversion of Rail Corridor*. Samples were analyzed for **arsenic** and **lead** using method 6010B. ‘Exhibit B’ called for EPA Method 200.8 for lead and arsenic, however, this method is reserved for “low levels” and for drinking water. **Polycyclic Aromatic Hydrocarbons (PAHs)** were analyzed using Method 8310 and **Total Petroleum Hydrocarbons, Diesel Range Organics (TPH-DRO)** was analyzed using Method 3546/DRO. ‘Exhibit B’ called for TPH-DRO to be analyzed using Method 8015, however, the laboratory confirmed Method 3546/DRO as the appropriate method for this analysis.

## **4. Laboratory Summary**

### Lead

The analysis indicates that lead values exceeded the RSL of 400 ppm in two of the seventeen sampling locations—#3 and #12—with values of 550 ppm and 500 ppm respectively.

### Arsenic

Arsenic values exceeded the RSL of 0.39 ppm in all but five of the seventeen samples. Arsenic values at sample location numbers 2, 3, 4, 10 and 11 were measured at below the detectable level of the laboratory method. All remaining sample locations exhibit arsenic values between 4.6 ppm and 10 ppm, with the exception of one. Sample location #12 indicated arsenic at 25 ppm.

### Total Petroleum Hydrocarbons Diesel Range Organics (TPH-DRO)

TPH-DRO was not detected in two sample locations—#11 and #17. TPH-DRO exhibited values above the maximum allowable 100 ppm level in nine of the seventeen sampling locations ranging from 110 ppm to 570 ppm in sample location numbers 2, 3, 4, 5, 7, 8, 9, 12, & 13. Six sample locations exhibited TPH-DRO values between 26 ppm and 84 ppm.

### Polycyclic Aromatic Hydrocarbons (PAHs)

Most PAH constituents exhibited PAH values above their corresponding RSL value in all seventeen sample locations (see attached Data Summary and laboratory analysis report).

## **5. Conclusions**

Environmental Assessments LLC, in conjunction with Shield Environmental Associates, has completed the soil sampling program outlined in the attached, *Exhibit B: Minimum Sampling Requirements For Rails-to-Trails Conversion of Rail Corridor* for the former railway extending from West Fourth Street (at Henry Street) to the north end of Bellaire Avenue. Three of the four contaminants of concern (lead, arsenic & TPH-DRO) were identified in multiple sampling locations in the top six inches of soil (ballast) along the trail lease. PAHs were identified in all seventeen soil samples along the trail lease from 0" to 6."

*Upon completion of design and construction plans for use of the property as a public recreational trail, further investigation may be warranted.*

## **6. Soil Management and Capping Plan**

After completion of design and construction plans for use of the property as a public recreational trail, a Soil Management and Capping Plan for in-place management of contaminated soils, as identified in this report, must be developed based upon both the findings in this report and the final design and construction plans—all in accordance with applicable federal and state laws governing remediation and use of the property.

Environmental Assessments, LLC has not been asked to prepare or advise R. J Corman Realty, LLC on a Capping and Soil Management Plan for the property, or on notification requirements to federal and/or state agencies governing implementation of the Plan.

**EXHIBIT B**  
**Minimum Sampling Requirements**  
**For Rails-to-Trails Conversion of Rail Corridors**

Buyer Agrees to:

**I. Sampling**

Surface soils should be sampled as follows:

- a. Adjacent to any existing or former buildings, bridges or signals etc.
- b. At 50-foot intervals adjacent to any switch or rail-to-rail crossing. Composite samples consisting of 5 specimens (i.e., each composite sample will consist of 5 specimens that are mixed together and analyzed as a single sample) should commence at the structure and continue at 50-foot intervals for a distance of 150 feet in each direction.
- c. Along the remaining rail corridor:
  - For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
  - For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
  - For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
  - For each additional mile of corridor beyond one mile in length, collect 5 more composite samples and space these evenly down the corridor. For example, for a 4-mile length of corridor, take 35 composite samples that are spaced about 600 feet apart.
- d. Samples should be collected from the upper 6 inches of soil (or ballast if present) taking into consideration State standards concerning direct exposure.
- e. Samples should be analyzed for arsenic (EPA Method 200.8), lead (EPA Method 200.8) and PAH (Method 8310). TPH-DRO should be measured using EPA Method 8015-modified or its State-specific equivalent. If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using Method 508.

**II. Soil Management and Capping Plan**

Buyer shall provide a written soil management/capping plan (the "Soil Management and Capping Plan") defining procedures for monitoring the Premises to ensure "un-capped" areas of the Premises are not being accessed or used by the public. The Plan shall define appropriate corrective actions to be implemented to control access to un-capped areas, or, if such control cannot be affected, to ensure exposure to impacted surface soil is not occurring.

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one foot. The actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation and shall be defined in the Plan.

# **Appendix I**

**Sampling Location Map**

**Data Summary**

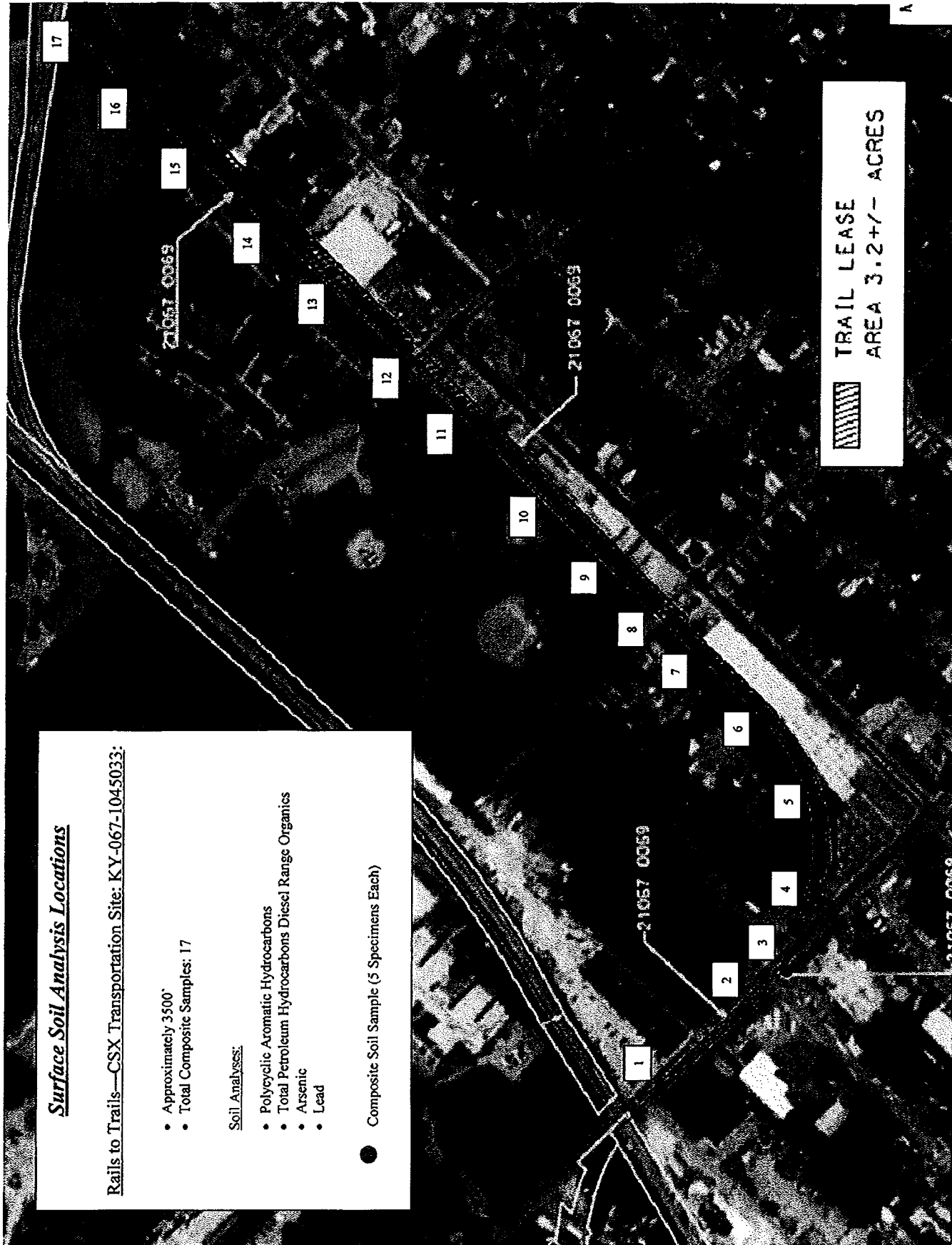
**Photographs**

### Surface Soil Analysis Locations

Rails to Trails—CSX Transportation Site: KY-067-1045033:

- Approximately 3500'
  - Total Composite Samples: 17
- Soil Analyses:
- Polycyclic Aromatic Hydrocarbons
  - Total Petroleum Hydrocarbons Diesel Range Organics
  - Arsenic
  - Lead

● Composite Soil Sample (5 Specimens Each)



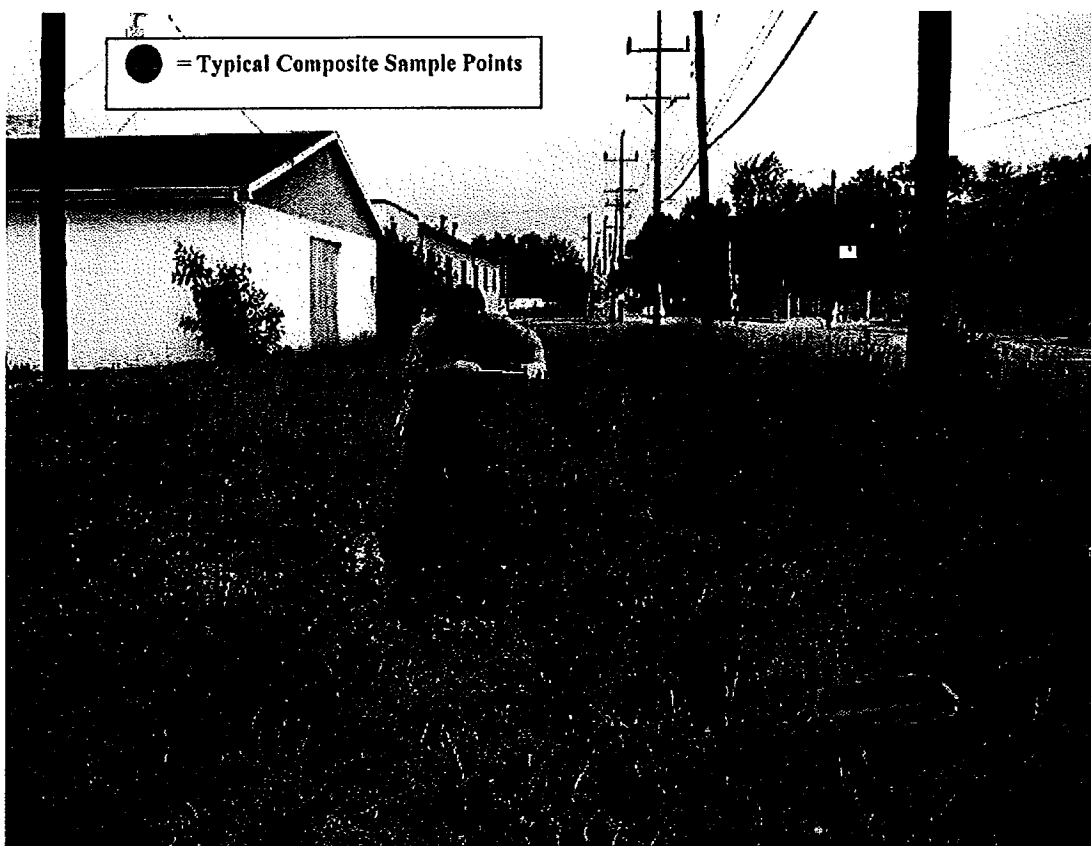


**Laboratory Data Summary: Bold values are above RSLs**

Constituent of Concern (COC)	Arsenic (As)	Lead (Pb)	Total Petroleum Hydrocarbons (TPH)	Polycyclic Aromatic Hydrocarbons (PAH)	Benzo (a) Pyrene (PAH indicator COC)
Surface Sample ID #	EPA Region 9 Screening Level; Residential Soil (RSL) = 0.39 ppm*	RSL = 400 ppm	RSL = 100 ppm	RSL = (Varies with each PAH Constituent)	RSL = 0.015 ppm
1	4.9	120	57	<i>Above Limits</i>	<b>0.3</b>
2	—	38	<b>570</b>	<i>Above Limits</i>	<b>0.39</b>
3	—	<b>550</b>	<b>110</b>	<i>Above Limits</i>	<b>0.56</b>
4	—	180	<b>240</b>	<i>Above Limits</i>	<b>0.34</b>
5	10	250	<b>120</b>	<i>Above Limits</i>	<b>0.44</b>
6	9.8	110	26	<i>Above Limits</i>	<b>1.1</b>
7	6.5	94	<b>280</b>	<i>Above Limits</i>	<b>0.28</b>
8	7.7	190	<b>170</b>	<i>Above Limits</i>	<b>1.1</b>
9	9.8	160	<b>320</b>	<i>Above Limits</i>	<b>0.4</b>
10	—	58	29	<i>Above Limits</i>	<b>0.21</b>
11	—	51	—	<i>Above Limits</i>	<b>0.57</b>
12	25	<b>500</b>	<b>190</b>	<i>Above Limits</i>	<b>0.14</b>
13	5.5	81	<b>170</b>	<i>Above Limits</i>	<b>7.2</b>
14	8.3	44	84	<i>Above Limits</i>	<b>2.9</b>
15	8.9	47	53	<i>Above Limits</i>	<b>0.3</b>
16	4.6	30	50	<i>Above Limits</i>	<b>0.12</b>
17	7.4	56	—	<i>Above Limits</i>	<b>3.4</b>

\* As: Arsenic is naturally high all over the region. These values are within the range of naturally occurring.

Surface Soil Sampling: Depth - 0" to 6" — Rails to Trails—CSX Transportation Site: KY-067-1045033; May 8, 2012



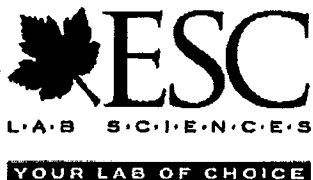
**1. Representative view of the sampling process (Sampling Point #2) along W. 4<sup>th</sup> St.**



**2. View of the NE end of the trail lease (Sampling Point #17).**

## **Appendix II**

### **Laboratory Analysis**



12065 Lebanon Rd.  
Mt. Juliet, TN 37122  
(615) 758-5858  
1-800-767-5859  
Fax (615) 758-5859

Tax I.D. 62-0814289

Est. 1970

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

### Report Summary

Tuesday May 22, 2012

Report Number: L574550

Samples Received: 05/10/12

Client Project:

Description: Soil Project

The analytical results in this report are based upon information supplied by you, the client, and are for your exclusive use. If you have any questions regarding this data package, please do not hesitate to call.

Entire Report Reviewed By:

T. Alan Harvill, ESC Representative

### Laboratory Certification Numbers

A2LA - 1461-01, AIHA - 100789, AL - 40660, CA - 01157CA, CT - PH-0197,  
FL - E87487, GA - 923, IN - C-TN-01, KY - 90010, KYUST - 0016,  
NC - ENV375/DW21704/BIO041, ND - R-140, NJ - TN002, NJ NELAP - TN002,  
SC - 84004, TN - 2006, VA - 460132, WV - 233, AZ - 0612,  
MN - 047-999-395, NY - 11742, WI - 998093910, NV - TN000032011-1,  
TX - T104704245-11-3, OK - 9915, PA - 68-02979

Accreditation is only applicable to the test methods specified on each scope of accreditation held by ESC Lab Sciences.

Note: The use of the preparatory EPA Method 3511 is not approved or endorsed by the CA ELAP.

This report may not be reproduced, except in full, without written approval from ESC Lab Sciences. Where applicable, sampling conducted by ESC is performed per guidance provided in laboratory standard operating procedures: 060302, 060303, and 060304.



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Tax I.D. 62-0814289

Est. 1970

# REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 1 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 10:00

ESC Sample # : L574550-01

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	4.9	1.0	mg/kg	6010B	05/20/12	1
Lead	120	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	57.	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	89.7		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.056	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.46	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.30	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.50	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.31	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.18	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.44	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.12	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	0.79	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.22	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.070	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.089	0.020	mg/kg	8310	05/14/12	1
Naphthalene	0.061	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.24	0.020	mg/kg	8310	05/14/12	1
Pyrene	0.68	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	90.8		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit (PQL)

Note:

The reported analytical results relate only to the sample submitted.

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(615) 758-5858  
1-800-767-5859  
Fax (615) 758-5859

Tax I.D. 62-0814289

Est. 1970

REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 2 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 11:00

ESC Sample # : L574550-02

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	BDL	5.0	mg/kg	6010B	05/20/12	5
Lead	38.	1.2	mg/kg	6010B	05/20/12	5
TPH (GC/FID) High Fraction	570	4.0	mg/kg	3546/DRO	05/17/12	1
Surrogate recovery(%) o-Terphenyl	73.0		% Rec.	3546/DRO	05/17/12	1
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.025	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.36	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.39	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.54	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.34	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.18	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.24	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.16	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	0.36	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.30	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.039	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.048	0.020	mg/kg	8310	05/14/12	1
Naphthalene	0.034	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.064	0.020	mg/kg	8310	05/14/12	1
Pyrene	0.32	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	58.9		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

Note:

The reported analytical results relate only to the sample submitted.

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REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 3 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 11:15

ESC Sample # : L574550-03

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	BDL	5.0	mg/kg	6010B	05/20/12	5
Lead	550	1.2	mg/kg	6010B	05/20/12	5
TPH (GC/FID) High Fraction	110	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	66.1		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.25	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.79	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.56	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.92	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.59	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.33	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.75	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.24	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	1.2	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.42	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.048	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.088	0.020	mg/kg	8310	05/14/12	1
Naphthalene	0.044	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.21	0.020	mg/kg	8310	05/14/12	1
Pyrene	1.2	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	130.		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit (PQL)

Note:

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REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 4 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 11:30

ESC Sample # : L574550-04

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	BDL	5.0	mg/kg	6010B	05/20/12	5
Lead	180	1.2	mg/kg	6010B	05/20/12	5
TPH (GC/FID) High Fraction	240	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	90.5		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.067	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.28	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.34	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.46	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.48	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.18	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.29	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.17	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	0.34	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.33	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.021	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.024	0.020	mg/kg	8310	05/14/12	1
Naphthalene	BDL	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.052	0.020	mg/kg	8310	05/14/12	1
Pyrene	0.30	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	56.2		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

Note:

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REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 5 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 11:45

ESC Sample # : L574550-05

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	10.	5.0	mg/kg	6010B	05/20/12	5
Lead	250	1.2	mg/kg	6010B	05/20/12	5
TPH (GC/FID) High Fraction	120	4.0	mg/kg	3546/DRO	05/17/12	1
Surrogate recovery(%) o-Terphenyl	93.7		% Rec.	3546/DRO	05/17/12	1
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.14	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.54	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.44	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.67	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.41	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.22	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.46	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.17	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	0.79	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.33	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.10	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.13	0.020	mg/kg	8310	05/14/12	1
Naphthalene	0.10	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.18	0.020	mg/kg	8310	05/14/12	1
Pyrene	0.65	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	87.4		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

Note:

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# REPORT OF ANALYSIS

May 22, 2012

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 6 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 12:05

ESC Sample # : L574550-06

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	9.8	1.0	mg/kg	6010B	05/20/12	1
Lead	110	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	26.	4.0	mg/kg	3546/DRO	05/17/12	1
Surrogate recovery(%) o-Terphenyl	85.8		% Rec.	3546/DRO	05/17/12	1
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.30	0.020	mg/kg	8310	05/21/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/21/12	1
Acenaphthylene	0.23	0.020	mg/kg	8310	05/21/12	1
Benzo(a)anthracene	1.1	0.020	mg/kg	8310	05/21/12	1
Benzo(a)pyrene	1.1	0.020	mg/kg	8310	05/21/12	1
Benzo(b)fluoranthene	1.4	0.020	mg/kg	8310	05/21/12	1
Benzo(g,h,i)perylene	1.1	0.020	mg/kg	8310	05/21/12	1
Benzo(k)fluoranthene	0.55	0.020	mg/kg	8310	05/21/12	1
Chrysene	0.93	0.020	mg/kg	8310	05/21/12	1
Dibenz(a,h)anthracene	0.46	0.020	mg/kg	8310	05/21/12	1
Fluoranthene	1.9	0.020	mg/kg	8310	05/21/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/21/12	1
Indeno(1,2,3-cd)pyrene	0.81	0.020	mg/kg	8310	05/21/12	1
1-Methylnaphthalene	0.96	0.020	mg/kg	8310	05/21/12	1
2-Methylnaphthalene	1.3	0.020	mg/kg	8310	05/21/12	1
Naphthalene	0.99	0.020	mg/kg	8310	05/21/12	1
Phenanthrene	1.0	0.020	mg/kg	8310	05/21/12	1
Pyrene	1.6	0.020	mg/kg	8310	05/21/12	1
Surrogate p-Terphenyl-d14	238.		% Rec.	8310	05/21/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

Note:

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L574550-06 (SV8310) - Previous run also had high SURR recovery. Matrix effect.

REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 7 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 12:35

ESC Sample # : L574550-07

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	6.5	1.0	mg/kg	6010B	05/20/12	1
Lead	94.	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	280	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	95.1		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.082	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.29	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.28	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.46	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.30	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.16	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.26	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.13	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	0.36	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.26	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.022	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.031	0.020	mg/kg	8310	05/14/12	1
Naphthalene	0.021	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.052	0.020	mg/kg	8310	05/14/12	1
Pyrene	0.31	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	49.6		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

Note:

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# REPORT OF ANALYSIS

May 22, 2012

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

ESC Sample # : L574550-08

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street

Site ID : LEXINGTON, KY

Sample ID : 8 0-6 IN

Project # :

Collected By : IW / SJ  
Collection Date : 05/08/12 14:20

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	7.7	1.0	mg/kg	6010B	05/20/12	1
Lead	190	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	170	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	111.		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.29	0.020	mg/kg	8310	05/21/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/21/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/21/12	1
Benzo(a)anthracene	1.3	0.020	mg/kg	8310	05/21/12	1
Benzo(a)pyrene	1.1	0.020	mg/kg	8310	05/21/12	1
Benzo(b)fluoranthene	1.6	0.020	mg/kg	8310	05/21/12	1
Benzo(g,h,i)perylene	1.1	0.020	mg/kg	8310	05/21/12	1
Benzo(k)fluoranthene	0.58	0.020	mg/kg	8310	05/21/12	1
Chrysene	0.93	0.020	mg/kg	8310	05/21/12	1
Dibenz(a,h)anthracene	0.44	0.020	mg/kg	8310	05/21/12	1
Fluoranthene	2.4	0.020	mg/kg	8310	05/21/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/21/12	1
Indeno(1,2,3-cd)pyrene	0.94	0.020	mg/kg	8310	05/21/12	1
1-Methylnaphthalene	1.0	0.020	mg/kg	8310	05/21/12	1
2-Methylnaphthalene	1.4	0.020	mg/kg	8310	05/21/12	1
Naphthalene	0.84	0.020	mg/kg	8310	05/21/12	1
Phenanthrene	1.2	0.020	mg/kg	8310	05/21/12	1
Pyrene	1.5	0.020	mg/kg	8310	05/21/12	1
Surrogate p-Terphenyl-d14	248.		% Rec.	8310	05/21/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

Note:

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L574550-08 (SV8310) - Previous run also had high SURR recovery. Matrix effect.



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REPORT OF ANALYSIS

May 22, 2012

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

ESC Sample # : L574550-09

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street

Site ID : LEXINGTON, KY

Sample ID : 9 0-6 IN

Project # :

Collected By : IW / SJ  
Collection Date : 05/08/12 14:45

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	9.8	1.0	mg/kg	6010B	05/20/12	1
Lead	160	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	320	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	93.4		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.037	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.55	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.40	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.66	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.40	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.20	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.42	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.18	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	0.61	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.34	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.074	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.096	0.020	mg/kg	8310	05/14/12	1
Naphthalene	0.068	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.088	0.020	mg/kg	8310	05/14/12	1
Pyrene	0.60	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	69.6		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

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# REPORT OF ANALYSIS

May 22, 2012

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

ESC Sample # : L574550-10

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street

Site ID : LEXINGTON, KY

Sample ID : 10 0-6 IN

Project # :

Collected By : IW / SJ  
Collection Date : 05/08/12 15:10

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	BDL	5.0	mg/kg	6010B	05/20/12	5
Lead	58.	1.2	mg/kg	6010B	05/20/12	5
TPH (GC/FID) High Fraction	29.	4.0	mg/kg	3546/DRO	05/17/12	1
Surrogate recovery(%) o-Terphenyl	74.4		% Rec.	3546/DRO	05/17/12	1
Polynuclear Aromatic Hydrocarbons						
Anthracene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.28	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.21	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.43	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.29	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.14	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.29	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.095	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	0.41	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.18	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.099	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.13	0.020	mg/kg	8310	05/14/12	1
Naphthalene	0.096	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.096	0.020	mg/kg	8310	05/14/12	1
Pyrene	0.43	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	92.2		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

Note:

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REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 11 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 15:30

ESC Sample # : L574550-11

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	BDL	5.0	mg/kg	6010B	05/20/12	5
Lead	51.	1.2	mg/kg	6010B	05/20/12	5
TPH (GC/FID) High Fraction	BDL	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%)						
o-Terphenyl	63.8		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	BDL	0.020	mg/kg	8310	05/21/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/21/12	1
Acenaphthylene	0.15	0.020	mg/kg	8310	05/21/12	1
Benzo(a)anthracene	0.64	0.020	mg/kg	8310	05/21/12	1
Benzo(a)pyrene	0.57	0.020	mg/kg	8310	05/21/12	1
Benzo(b)fluoranthene	0.87	0.020	mg/kg	8310	05/21/12	1
Benzo(g,h,i)perylene	0.65	0.020	mg/kg	8310	05/21/12	1
Benzo(k)fluoranthene	0.32	0.020	mg/kg	8310	05/21/12	1
Chrysene	0.53	0.020	mg/kg	8310	05/21/12	1
Dibenz(a,h)anthracene	0.23	0.020	mg/kg	8310	05/21/12	1
Fluoranthene	1.0	0.020	mg/kg	8310	05/21/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/21/12	1
Indeno(1,2,3-cd)pyrene	0.54	0.020	mg/kg	8310	05/21/12	1
1-Methylnaphthalene	0.49	0.020	mg/kg	8310	05/21/12	1
2-Methylnaphthalene	0.68	0.020	mg/kg	8310	05/21/12	1
Naphthalene	0.50	0.020	mg/kg	8310	05/21/12	1
Phenanthrene	0.40	0.020	mg/kg	8310	05/21/12	1
Pyrene	0.66	0.020	mg/kg	8310	05/21/12	1
Surrogate						
p-Terphenyl-d14	167.		% Rec.	8310	05/21/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

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L574550-11 (DRO) - extracted at a dilution

L574550-11 (SV8310) - Previous run also had high SURR recovery. Matrix effect.



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REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 12 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 16:00

ESC Sample # : L574550-12

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	25.	5.0	mg/kg	6010B	05/20/12	5
Lead	500	1.2	mg/kg	6010B	05/20/12	5
TPH (GC/FID) High Fraction	190	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery (%) o-Terphenyl	89.5		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.036	0.020	mg/kg	8310	05/14/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/14/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/14/12	1
Benzo(a)anthracene	0.14	0.020	mg/kg	8310	05/14/12	1
Benzo(a)pyrene	0.14	0.020	mg/kg	8310	05/14/12	1
Benzo(b)fluoranthene	0.26	0.020	mg/kg	8310	05/14/12	1
Benzo(g,h,i)perylene	0.14	0.020	mg/kg	8310	05/14/12	1
Benzo(k)fluoranthene	0.078	0.020	mg/kg	8310	05/14/12	1
Chrysene	0.13	0.020	mg/kg	8310	05/14/12	1
Dibenz(a,h)anthracene	0.067	0.020	mg/kg	8310	05/14/12	1
Fluoranthene	0.33	0.020	mg/kg	8310	05/14/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/14/12	1
Indeno(1,2,3-cd)pyrene	0.12	0.020	mg/kg	8310	05/14/12	1
1-Methylnaphthalene	0.10	0.020	mg/kg	8310	05/14/12	1
2-Methylnaphthalene	0.14	0.020	mg/kg	8310	05/14/12	1
Naphthalene	0.096	0.020	mg/kg	8310	05/14/12	1
Phenanthrene	0.14	0.020	mg/kg	8310	05/14/12	1
Pyrene	0.26	0.020	mg/kg	8310	05/14/12	1
Surrogate p-Terphenyl-d14	57.6		% Rec.	8310	05/14/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit (PQL)

Note:

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Reported: 05/22/12 10:47 Printed: 05/22/12 14:15



REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 13 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 16:25

ESC Sample # : L574550-13

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	5.5	1.0	mg/kg	6010B	05/20/12	1
Lead	81.	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	170	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	74.3		% Rec.	3546/DRO	05/18/12	10
<b>Polynuclear Aromatic Hydrocarbons</b>						
Anthracene	1.4	0.020	mg/kg	8310	05/18/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/18/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/18/12	1
Benzo(a)anthracene	11.	0.20	mg/kg	8310	05/18/12	10
Benzo(a)pyrene	7.2	0.020	mg/kg	8310	05/18/12	1
Benzo(b)fluoranthene	11.	0.20	mg/kg	8310	05/18/12	10
Benzo(g,h,i)perylene	5.6	0.020	mg/kg	8310	05/18/12	1
Benzo(k)fluoranthene	3.6	0.020	mg/kg	8310	05/18/12	1
Chrysene	7.9	0.020	mg/kg	8310	05/18/12	1
Dibenz(a,h)anthracene	2.6	0.020	mg/kg	8310	05/18/12	1
Fluoranthene	18.	0.20	mg/kg	8310	05/18/12	10
Fluorene	BDL	0.020	mg/kg	8310	05/18/12	1
Indeno(1,2,3-cd)pyrene	4.9	0.020	mg/kg	8310	05/18/12	1
1-Methylnaphthalene	1.4	0.020	mg/kg	8310	05/18/12	1
2-Methylnaphthalene	1.6	0.020	mg/kg	8310	05/18/12	1
Naphthalene	1.2	0.020	mg/kg	8310	05/18/12	1
Phenanthrene	5.6	0.020	mg/kg	8310	05/18/12	1
Pyrene	18.	0.20	mg/kg	8310	05/18/12	10
Surrogate p-Terphenyl-d14	941.		% Rec.	8310	05/18/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit (PQL)

Note:

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L574550-13 (SV8310) - Previous run also had high SURR recovery. Matrix effect.



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Est. 1970

# REPORT OF ANALYSIS

May 22, 2012

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

ESC Sample # : L574550-14

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street

Site ID : LEXINGTON, KY

Sample ID : 14 0-6 IN

Project # :

Collected By : IW / SJ  
Collection Date : 05/08/12 16:40

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	8.3	1.0	mg/kg	6010B	05/20/12	1
Lead	44.	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	84.	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	59.0		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.95	0.020	mg/kg	8310	05/18/12	1
Acenaphthene	0.36	0.020	mg/kg	8310	05/18/12	1
Acenaphthylene	1.0	0.020	mg/kg	8310	05/18/12	1
Benzo(a)anthracene	4.0	0.020	mg/kg	8310	05/18/12	1
Benzo(a)pyrene	2.9	0.020	mg/kg	8310	05/18/12	1
Benzo(b)fluoranthene	3.4	0.020	mg/kg	8310	05/18/12	1
Benzo(g,h,i)perylene	2.2	0.020	mg/kg	8310	05/18/12	1
Benzo(k)fluoranthene	1.3	0.020	mg/kg	8310	05/18/12	1
Chrysene	3.1	0.020	mg/kg	8310	05/18/12	1
Dibenz(a,h)anthracene	1.0	0.020	mg/kg	8310	05/18/12	1
Fluoranthene	4.9	0.020	mg/kg	8310	05/18/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/18/12	1
Indeno(1,2,3-cd)pyrene	2.1	0.020	mg/kg	8310	05/18/12	1
1-Methylnaphthalene	2.0	0.020	mg/kg	8310	05/18/12	1
2-Methylnaphthalene	3.0	0.020	mg/kg	8310	05/18/12	1
Naphthalene	2.4	0.020	mg/kg	8310	05/18/12	1
Phenanthrene	2.1	0.020	mg/kg	8310	05/18/12	1
Pyrene	3.3	0.020	mg/kg	8310	05/18/12	1
Surrogate p-Terphenyl-d14	342.		% Rec.	8310	05/18/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

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Reported: 05/22/12 10:47 Printed: 05/22/12 14:15

L574550-14 (SV8310) - Previous run also had high SURR recovery. Matrix effect.

REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 15 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 16:55

ESC Sample # : L574550-15

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	8.9	1.0	mg/kg	6010B	05/20/12	1
Lead	47.	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	53.	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	71.0		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.37	0.020	mg/kg	8310	05/18/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/18/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/18/12	1
Benzo(a)anthracene	0.39	0.020	mg/kg	8310	05/18/12	1
Benzo(a)pyrene	0.30	0.020	mg/kg	8310	05/18/12	1
Benzo(b)fluoranthene	0.50	0.020	mg/kg	8310	05/18/12	1
Benzo(g,h,i)perylene	0.46	0.020	mg/kg	8310	05/18/12	1
Benzo(k)fluoranthene	0.12	0.020	mg/kg	8310	05/18/12	1
Chrysene	0.34	0.020	mg/kg	8310	05/18/12	1
Dibenz(a,h)anthracene	0.054	0.020	mg/kg	8310	05/18/12	1
Fluoranthene	1.3	0.020	mg/kg	8310	05/18/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/18/12	1
Indeno(1,2,3-cd)pyrene	0.32	0.020	mg/kg	8310	05/18/12	1
1-Methylnaphthalene	1.8	0.020	mg/kg	8310	05/18/12	1
2-Methylnaphthalene	2.7	0.020	mg/kg	8310	05/18/12	1
Naphthalene	2.3	0.020	mg/kg	8310	05/18/12	1
Phenanthrene	1.1	0.020	mg/kg	8310	05/18/12	1
Pyrene	0.75	0.020	mg/kg	8310	05/18/12	1
Surrogate p-Terphenyl-d14	233.		% Rec.	8310	05/18/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

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L574550-15 (SV8310) - Previous run also had high SURR recovery. Matrix effect.



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# REPORT OF ANALYSIS

May 22, 2012

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 16 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 17:10

ESC Sample # : L574550-16

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	4.6	1.0	mg/kg	6010B	05/20/12	1
Lead	30.	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	50.	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	93.1		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	0.070	0.020	mg/kg	8310	05/16/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/16/12	1
Acenaphthylene	BDL	0.020	mg/kg	8310	05/16/12	1
Benzo(a)anthracene	0.071	0.020	mg/kg	8310	05/16/12	1
Benzo(a)pyrene	0.12	0.020	mg/kg	8310	05/16/12	1
Benzo(b)fluoranthene	0.15	0.020	mg/kg	8310	05/16/12	1
Benzo(g,h,i)perylene	0.14	0.020	mg/kg	8310	05/16/12	1
Benzo(k)fluoranthene	0.039	0.020	mg/kg	8310	05/16/12	1
Chrysene	0.13	0.020	mg/kg	8310	05/16/12	1
Dibenz(a,h)anthracene	0.040	0.020	mg/kg	8310	05/16/12	1
Fluoranthene	0.49	0.020	mg/kg	8310	05/16/12	1
Fluorene	BDL	0.020	mg/kg	8310	05/16/12	1
Indeno(1,2,3-cd)pyrene	0.11	0.020	mg/kg	8310	05/16/12	1
1-Methylnaphthalene	0.62	0.020	mg/kg	8310	05/16/12	1
2-Methylnaphthalene	0.78	0.020	mg/kg	8310	05/16/12	1
Naphthalene	0.53	0.020	mg/kg	8310	05/16/12	1
Phenanthrene	0.34	0.020	mg/kg	8310	05/16/12	1
Pyrene	0.24	0.020	mg/kg	8310	05/16/12	1
Surrogate p-Terphenyl-d14	140.		% Rec.	8310	05/16/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

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# REPORT OF ANALYSIS

Mr. Steve Jones  
Environmental Assessments LLC - KY  
1001 Monarch Drive, Ste 46  
Lexington, KY 40513

May 22, 2012

Date Received : May 10, 2012  
Description : Rails to Trails Project - 4th Street  
Sample ID : 17 0-6 IN  
Collected By : IW / SJ  
Collection Date : 05/08/12 17:35

ESC Sample # : L574550-17

Site ID : LEXINGTON, KY

Project # :

Parameter	Result	Det. Limit	Units	Method	Date	Dil.
Arsenic	7.4	1.0	mg/kg	6010B	05/20/12	1
Lead	56.	0.25	mg/kg	6010B	05/20/12	1
TPH (GC/FID) High Fraction	BDL	40.	mg/kg	3546/DRO	05/18/12	10
Surrogate recovery(%) o-Terphenyl	57.1		% Rec.	3546/DRO	05/18/12	10
Polynuclear Aromatic Hydrocarbons						
Anthracene	3.0	0.020	mg/kg	8310	05/18/12	1
Acenaphthene	BDL	0.020	mg/kg	8310	05/18/12	1
Acenaphthylene	0.46	0.020	mg/kg	8310	05/18/12	1
Benzo(a)anthracene	5.6	0.020	mg/kg	8310	05/18/12	1
Benzo(a)pyrene	3.4	0.020	mg/kg	8310	05/18/12	1
Benzo(b)fluoranthene	3.2	0.020	mg/kg	8310	05/18/12	1
Benzo(g,h,i)perylene	1.9	0.020	mg/kg	8310	05/18/12	1
Benzo(k)fluoranthene	1.6	0.020	mg/kg	8310	05/18/12	1
Chrysene	4.5	0.020	mg/kg	8310	05/18/12	1
Dibenz(a,h)anthracene	1.1	0.020	mg/kg	8310	05/18/12	1
Fluoranthene	16.	0.20	mg/kg	8310	05/18/12	10
Fluorene	3.0	0.020	mg/kg	8310	05/18/12	1
Indeno(1,2,3-cd)pyrene	2.0	0.020	mg/kg	8310	05/18/12	1
1-Methylnaphthalene	0.67	0.020	mg/kg	8310	05/18/12	1
2-Methylnaphthalene	1.4	0.020	mg/kg	8310	05/18/12	1
Naphthalene	0.99	0.020	mg/kg	8310	05/18/12	1
Phenanthrene	14.	0.20	mg/kg	8310	05/18/12	10
Pyrene	11.	0.20	mg/kg	8310	05/18/12	10
Surrogate p-Terphenyl-d14	359.		% Rec.	8310	05/18/12	1

BDL - Below Detection Limit

Det. Limit - Practical Quantitation Limit(PQL)

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L574550-17 (SV8310) - Previous run also had high SURR recovery. Matrix effect.

L574550-17 (DRO) - extracted at a dilution

Attachment A  
List of Analytes with QC Qualifiers

Sample Number	Work Group	Sample Type	Analyte	Run ID	Qualifier
L574550-02	WG592527	SAMP	Arsenic	R2178008	O
L574550-03	WG592527	SAMP	Arsenic	R2178008	O
L574550-04	WG592527	SAMP	Arsenic	R2178008	O
L574550-06	WG593620	SAMP	Benzo(a)anthracene	R2179633	J4
	WG593620	SAMP	p-Terphenyl-d14	R2179633	J1
L574550-08	WG593620	SAMP	Benzo(a)anthracene	R2179633	J4
	WG593620	SAMP	p-Terphenyl-d14	R2179633	J1
L574550-10	WG592527	SAMP	Arsenic	R2178008	O
L574550-11	WG593620	SAMP	Benzo(a)anthracene	R2179633	J4
	WG593620	SAMP	p-Terphenyl-d14	R2179633	J1
	WG592527	SAMP	Arsenic	R2178008	O
	WG592531	SAMP	TPH (GC/FID) High Fraction	R2176197	O
L574550-13	WG593367	SAMP	Benzo(a)anthracene	R2176580	J4
	WG593367	SAMP	p-Terphenyl-d14	R2176580	J1
L574550-14	WG593367	SAMP	Benzo(a)anthracene	R2176580	J4
	WG593367	SAMP	p-Terphenyl-d14	R2176580	J1
L574550-15	WG593367	SAMP	Benzo(a)anthracene	R2176580	J4
	WG593367	SAMP	p-Terphenyl-d14	R2176580	J1
L574550-17	WG593367	SAMP	Benzo(a)anthracene	R2176580	J4
	WG593367	SAMP	p-Terphenyl-d14	R2176580	J1
	WG592531	SAMP	TPH (GC/FID) High Fraction	R2176197	O

Attachment B  
Explanation of QC Qualifier Codes

Qualifier	Meaning
J1	Surrogate recovery limits have been exceeded; values are outside upper control limits
J4	The associated batch QC was outside the established quality control range for accuracy.
O	(ESC) Sample diluted due to matrix interferences that impaired the ability to make an accurate analytical determination. The detection limit is elevated in order to reflect the necessary dilution.

Qualifier Report Information

ESC utilizes sample and result qualifiers as set forth by the EPA Contract Laboratory Program and as required by most certifying bodies including NELAC. In addition to the EPA qualifiers adopted by ESC, we have implemented ESC qualifiers to provide more information pertaining to our analytical results. Each qualifier is designated in the qualifier explanation as either EPA or ESC. Data qualifiers are intended to provide the ESC client with more detailed information concerning the potential bias of reported data. Because of the wide range of constituents and variety of matrices incorporated by most EPA methods, it is common for some compounds to fall outside of established ranges. These exceptions are evaluated and all reported data is valid and useable "unless qualified as 'R' (Rejected)."

Definitions

- Accuracy - The relationship of the observed value of a known sample to the true value of a known sample. Represented by percent recovery and relevant to samples such as: control samples, matrix spike recoveries, surrogate recoveries, etc.
- Precision - The agreement between a set of samples or between duplicate samples. Relates to how close together the results are and is represented by Relative Percent Difference.
- Surrogate - Organic compounds that are similar in chemical composition, extraction, and chromatography to analytes of interest. The surrogates are used to determine the probable response of the group of analytes that are chemically related to the surrogate compound. Surrogates are added to the sample and carried through all stages of preparation and analyses.
- TIC - Tentatively Identified Compound: Compounds detected in samples that are not target compounds, internal standards, system monitoring compounds, or surrogates.





<b>Environmental Assessments</b> <b>LLC - KY</b> 1001 Monarch Drive, Ste 46 Lexington, KY 40513				<b>Billing information:</b>  Mr. Steve Jones 1001 Monarch Drive, Ste 46 Lexington, KY 40513				<b>Chain of Custody</b> Page <u>1 of 3</u>			
Report to: <b>Mr. Steve Jones</b> Email: <b>sjones@qx.net</b>		Project Description: <b>Soil Project RAILS TO TRAILS, 4TH ST</b>		City/State Collected: <b>LEXINGTON KY</b>		<div style="display: flex; justify-content: space-around;"> <div> <p><b>KESC</b> L.A.B S-C-I-E-N-C-E-S 12065 Lebanon Road Mt. Juliet, TN 37122 Phone: (800) 767-5859 Phone: (615) 758-5858 Fax: (615) 758-5859</p> </div> <div> <p>Accum: ENVASLKY (lab use only)            Template/Prelog: T78797/P392144            Cooler #: 52123            Shipped Via: FedEx Ground</p> </div> </div>					
Phone: (859) 296-4225 FAX: (859) 685-3125		Client Project #: <b>ENVASLKY-KY042512S</b>		Lab Project #: <b>ENVASLKY-KY042512S</b>							
Collected by (print): <b>STEVE JONES</b>		Site/Facility ID#: <b>P.O.#:</b>		P.O.#:							
Collected by (signature): <i>[Signature]</i> Immediately Packed on Ice N-YES		Rush? (Lab MUST Be Notified) Same Day ..... 200% Next Day ..... 100% Two Day ..... 50% Three Day ..... 25%		Date Results Needed Email? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes FAX? <input type="checkbox"/> No <input type="checkbox"/> Yes							
Sample ID	Comp/Grab	Matrix	Depth	Date	Time	No. of Cntrs	PAH: DRO 40ZCIR-NOres Pb, As 20ZCIR-NOres				
10	Comp	SS	0-6"	5/8/12	3:10	2					
11		SS			3:30	2					
12		SS			4:00	2					
13		SS			4:25	2					
14		SS			4:40	2					
15		SS			4:55	2					
16		SS			5:10	2					
		SS			5:35	2					
17		SS				2					

\*Matrix: SS - Soil GW - Groundwater WW - WasteWater DW - Drinking Water OT - Other

Remarks:

pH \_\_\_\_\_ Temp \_\_\_\_\_  
 Flow \_\_\_\_\_ Other \_\_\_\_\_

Relinquished by (Signature): <i>[Signature]</i> Date: <b>5/9/12</b> Time: <b>1:30</b>		Received by (Signature): <i>[Signature]</i> Date: <b>5/9/12</b> Time: <b>1:30</b>		Samples returned via: <input type="checkbox"/> UPS <input checked="" type="checkbox"/> FedEx <input type="checkbox"/> Courier		Condition: <b>Q</b> (lab use only)	
Relinquished by (Signature): <i>[Signature]</i> Date: _____ Time: _____		Received by (Signature): <i>[Signature]</i> Date: _____ Time: _____		Temp: <b>34</b> Bottles Received: <b>34</b>		COC Seal Intact: <b>Y</b> N-NA	
Relinquished by (Signature): <i>[Signature]</i> Date: _____ Time: _____		Received by (Signature): <i>[Signature]</i> Date: <b>5/10/12</b> Time: <b>09:30</b>		pH Checked: _____		NCP: _____	

**ALEXANDRIA DRIVE TRAILS PROJECT  
SOIL MANAGEMENT AND CAPPING PLAN  
CSX PROPERTIES  
R.J. CORMAN RAILROAD PROPERTY, LLC  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

**April 2014**

**Prepared By:**

**R. J. Corman Railroad Property, LLC  
101 R.J. Corman Drive  
Nicholasville, Kentucky 40340**

# **ALEXANDRIA DRIVE TRAILS PROJECT LEXINGTON, KENTUCKY SOIL MANAGEMENT AND CAPPING PLAN**

R. J. Corman Railroad Property, LLC (RJC), through Environmental Assessments, LLC, has completed a Phase 1 Environmental Assessment on a parcel currently owned by RJC, and previously owned by CSX Transportation, Inc. (CSX), located on Alexandria Drive adjacent to RJC's Belt Line Railroad, in Lexington, Kentucky as more particularly shown on said Exhibit A (the "Property"). The Phase 1 Environmental Assessment found no evidence of recognized environmental conditions in connection with the Property as described in ASTM E 1527-05. The Phase 1 Environmental Assessment is attached as Exhibit B.

RJC is granting an easement (the "Easement") across the Property to the Lexington Fayette Urban County Government (LFUCG) for a recreational rails-to-trail project (the "Project"), which requires CSX to release a restriction prohibiting a recreational trail on the Property in the deed between CSX and RJC (the "Deed Restriction").

As a condition to releasing the Deed Restriction, CSX requires a Soil Management and Capping Plan for that portion of the Property subject to the Easement (the "Easement Area"). The following soil management and capping plan is prepared in accordance with the Minimum Soil Management and Capping Requirements For Rails-to-Trails Conversion of Rail Property, provided by CSX (Exhibit C). RJC has also reviewed existing literature regarding best management practices associated with the construction of similar rail-to-trail and development projects. Although the Phase 1 Environmental Assessment found no evidence of recognized environmental conditions in connection with the Property, due to the historic ownership by the railroad, for the purposes of this Soil Management and Capping Plan, site soils are considered potentially contaminated unless proven otherwise by testing,

## **Soil Management**

If all federal, state, and local regulations allow, soils (including contaminated soils) excavated in association with the project may be utilized as fill on other regions of the project corridor, as needed. If the soil is not to be used on the project corridor, it must first be tested before it can be disposed of, in order to determine the level of contamination (if any) and disposal option. All contaminated soil excavated as part of this project, and not used on the project, will be transported and disposed of in accordance with any applicable rules and regulations of the United States Environmental Protection Agency (US EPA) and the Kentucky Department of Waste Management (KDWM).

In conjunction with the finalized construction plans for the Project, an appropriate plan for training of construction workers and other involved with on-site work on the Project ("Worker Training Plan") shall be developed based upon applicable federal, state and local law with respect to applicable construction worker health and safety requirements for soil capping and remediation.

Erosion and sedimentation barriers (silt fencing) shall be temporarily installed during clearing and construction to minimize erosion and sedimentation, and excavated soils shall be covered with a tarp or plastic sheet until removal from the project site.

#### Design Guidelines for Capping of Tread Way

Capping of the Project corridor will be accomplished with the final grading and paving of the project corridor. A cap of the tread way will be a minimum of one (1) foot thick, including approximately 1.5" of pavement. Regular inspections of the paved trail should be conducted to ensure the integrity of the cap. If any cracks or other breaches in the cap are identified, these should be addressed and repaired immediately to minimize erosion and sedimentation and to minimize potential direct contact with potentially contaminated underlying soils.

#### Design Guidelines for Un-Capped Areas

While developing the design for the trail, the design engineer or architect should follow these guidelines.

1. Outside of the tread way, control contact with potentially contaminated soil by implementing one or more measures, including:
  - Design landscaping, including the nature, location, and density of plantings, that channels recreational users of the trail to the tread way, disrupts the creation of informal tread ways (such as single track trails) and directs users away from potentially contaminated soil;
  - Create areas of congregation, such as benches, rest areas, and scenic areas, that draw recreational users of the trail and encourage congregation away from potentially contaminated soil;
  - Install signs informing users to remain on the path;
  - Stabilize the soil through plantings, grading, or other erosion control measures; or
  - Install guardrails, curbing, or fences in areas to encourage users to stay the tread way.
2. The design should identify areas where potentially contaminated soil will be removed and areas within the corridor where such soils can be safely stored temporarily so that the Construction Contractors can re-use as much material onsite as possible.

#### Post-Construction

1. Establish a protocol to ensure that future workers performing maintenance or construction within the right-of-way are made aware of the need for appropriate best management practices, including:

- Posting of signage indicating that a permit from the trail manager is necessary before any excavation of the corridor begins.
  - Sending notice of the existence of such requirement to easement holders and the municipal engineer and/or public works department; and
  - Developing Standard Operating Procedures with local utilities, easement holders, public works department, and other municipal offices for work in the right-of-way.
  - The requirement of a Worker Training Plan to address soil disposal and/or when potentially contaminated soil is being disturbed during the post-construction period. Such activities may include underground utility installation or maintenance, stump removal, drainage swale construction, etc.
2. Establish a procedure for the trail manager to periodically travel the corridor and inspect the integrity of the trail surface, structures and landscaping and require appropriate action to correct any problems observed.

## EXHIBIT A

**PARCEL H**

**PORTION OF PARCEL 1**

**RJ CORMAN RR PROPERTY, LLC**

**DB 3218, P 409, CAB I SL 248**

**TEMP EASEMENT FOR TRAIL**

**0.047 Ac (2050 SF)**

**PARCEL G**

**PORTION OF PARCEL 1**

**RJ CORMAN RR PROPERTY, LLC**

**DB 3218, P 409, CAB I SL 248**

**PERM EASEMENT FOR TRAIL**

**0.047 Ac (2056 SF)**

**INKFORT COURT, LLC**

**2492, P 230, TRACT 1**

**2601**

**(Id Frankfort Pike)**

**METHOD OF SUR**

ALL OF THIS BOUNDARY SURVEY WAS PERFORMED USING A FREQUENCY RECEIVER, NETWORK ADJUSTED REAL TIME POSITIONAL ACCURACY +/- 0.05' +/- 100 PPM, USING NAD83 H DATUM AND GEOID09 MODEL

**ORIGIN OF BEARINGS AND C**

THE BEARINGS SHOWN HEREON ARE BASED ON A GPS SURV OPERATING REFERENCE STATION (CORS) "KYTG", HAVING A HWY DIST 7 CORS ARP" AND HAVING KENTUCKY STATE PLAN NAD 83) N 209,682.94 AND E 1,570,696.89'.

STAG II

CA

(T)

**PARCEL E**

**PORTION OF TRACTS 1 & 2**

**RJ CORMAN RAILROAD PROPERTY, LLC**

**DB 3045 P 398**

**RJ CORMAN RAILROAD**

**PROPERTY, LLC**

**DB 3033, P 489, CAB I SL 248**

**400**

**(Alexandria Drive)**

**PARCEL F**

**PORTION OF PARCEL 2**

**RJ CORMAN RR PROPERTY, LLC**

**DB 3218, P 409, CAB I SL 248**

**PERM EASEMENT FOR TRAIL**

**0.091 Ac (3,972 SF)**

STAG II

CA

(T)

**PARCEL E**

**PORTION OF TRACTS 1 & 2**

**RJ CORMAN RAILROAD PROPERTY, LLC**

**DB 3045 P 398**

**RJ CORMAN RAILROAD**

**PROPERTY, LLC**

**DB 3033, P 489, CAB I SL 248**

**400**

**(Alexandria Drive)**

## EXHIBIT B



**Environmental Assessments, LLC**

1001 Monarch Street; Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

**Report of: Phase I  
Environmental Site Assessment**

**Parcel 1—A 1.0-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky**

**Prepared For:**

**RJ Corman Railroad Properties, LLC  
Attn: Deborah Hawley  
101 R.J. Corman Drive  
Nicholasville, Kentucky 40340**

**November 25, 2013**

Environmental Assessments, LLC

1001 Monarch Street; Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

November 25, 2013

RJ Corman Railroad Properties, LLC  
Attn: Deborah J. Hawley  
101 R.J. Corman Drive  
Nicholasville, Kentucky 40340

**Re: Report of: Phase I Environmental Site Assessment**

**Parcel 1—A 1.0-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky**

Dear Deborah:

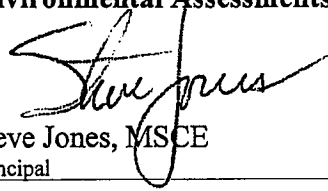
Thank you for selecting Environmental Assessments LLC for this project. We have completed a Phase I Environmental Site Assessment of the above referenced property in compliance with ASTM E 1527-05 (*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*) and with professional judgment. The report of our assessment is attached herein.

We identified no recognized environmental conditions associated with the subject property that warrant further investigation.

If you have any questions regarding our work or if we may be of further assistance, please call.

Sincerely,

**Environmental Assessments LLC**

  
Steve Jones, MSCE  
Principal

# *Environmental Assessments, LLC*

1001 Monarch Street; Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

*-- Since 1999 --*

## *Statement of Qualifications*

### *What We Do*

**Environmental Assessments LLC** specializes in environmental site assessments for commercial, industrial and agricultural real property, as well as, environmental compliance issues.

**Environmental Due Diligence—ASTM E 1527-05 / AAI  
Soil / Groundwater Investigations / Remediation  
Superfund and other Regulatory Compliance**

**Steve Jones, MSCE**

### *Experience*

Steve has over 20 years of experience working with civil and environmental engineers, geologists and environmental scientists. He has performed nearly 1000 environmental site assessments on industrial properties, national retail chains, gasoline/convenient stores, horse farms, other agricultural properties, new development, and local businesses. In addition, Steve has lead numerous soil & groundwater remediation efforts through the Kentucky Division of Waste Management.

Steve served on the ASTM committee (E50.02) that wrote the Phase I ESA standard. He provided assistance in conjunction with the EPA on the new standard practice to comply with EPA's "All Appropriate Inquiry" regulation mandated by Congress (ASTM E 1527-05).

### *Education*

Master of Science, Civil Engineering—University of Kentucky; Environmental Emphasis  
Bachelor of Science, Environmental Geography—Ohio University; Biology, Geology Emphasis  
OSHA 29 CFR 1910.120 40 Hour Hazardous Material Training Course  
EPA On Farm Assessment and Environmental Review Program (OFAER)—Certified  
ASTM E-1527-05-Standard Practice for Environmental Site Assessments (Training Course)  
Kentucky Real Estate License

*Fully Insured*

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<b>Appendix I</b>	Physical Setting Map - 7½-Minute Topographic Quadrangle (1993) Aerial Photographs (1966, 1982, 1997, 2011)
<b>Appendix II</b>	State and Federal Database Reports
<b>Appendix III</b>	Photographic Summary

**Report of:**  
**Phase I Environmental Site Assessment**

**Parcel 1—A 1.0-Acre Parcel**  
**Out of: 400 Alexandria Dr.**  
**Lexington, Kentucky**

## **1. Introduction**

Environmental Assessments LLC has completed a Phase I Environmental Site Assessment (ESA) on the property known as: Parcel 1—a 1.0-acre portion out of 400 Alexandria Drive, Lexington, Kentucky. This assessment has been conducted in compliance with ASTM E 1527-05 (*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*) and professional judgment.

Our services have included visual reconnaissance of the subject property and of the surrounding area; review of published historic, geologic, and cartographic literature pertinent to the area; review of local; state and federal environmental databases and agency files concerning the environmentally sensitive activities and conditions in the area; and, discussions with individuals familiar with the area.

### **1.1. Limitations and Exceptions**

A description of each entity studied and associated findings are summarized in this report. Our work is based upon professional judgment and reasonably ascertainable information that is publicly available to us. Activities or incidents occurring on site after completion of our site reconnaissance are beyond the scope of this assessment. Identification of buried environmental conditions and those covered by building materials or otherwise obscured is also beyond the scope of this assessment.

The purpose of this Phase I ESA has been to provide “all appropriate inquiry” into present and historic land uses on the subject property in an effort to identify “recognized environmental conditions” as described in ASTM E 1527-05. Additional services are listed in ASTM E 1527-05 as “non-scope considerations.” All non-scope considerations are beyond the scope of this study. Some examples of non-scope considerations are listed below.

- Evaluation of air quality, including mold and radon.
- Sampling and testing of surface water at the site or adjacent sites.
- Installation of monitoring wells for evaluating potentially contaminated groundwater.
- Performance of borings, excavations, etc., to detect hazardous substances.
- Performance of property line and topographic surveys.
- Reconnaissance of wetlands, historic and archeological concerns or endangered species.
- Reconnaissance, sampling and analysis to detect asbestos-containing materials.
- Reconnaissance for, or sampling and analysis to detect lead in soils or any other media.

## **1.2. Reliance**

This report has been prepared so that RJ Corman Railroad Group, LLC may rely on its contents. Environmental Assessments LLC's obligations and liabilities are limited to these clients, and to others who are approved in writing by Environmental Assessments LLC, as authorized users of this report. These obligations and liabilities do not extend to and are not for the benefit of any other person or entity.

## **1.3. User Provided Information**

Environmental Assessments LLC searched for recorded documents in the Fayette County Courthouse relating to environmental liens and activity and use limitations associated with the subject property. We found no recorded evidence of environmental liens and there were no activity and use limitations recorded that affect the opinion of the environmental professional.

The user reported no specialized knowledge or commonly known information about the property that would affect the opinion of the environmental professional. The user also acknowledges there is no reduction in the value of the property resulting from environmental issues; and, the user reported no obvious indicators that point to the presence or likely presence of contamination at the property.

## **2. General Site Description**

### **2.1. Location and Current Land Use**

The subject property consists of a 1.0-acre portion (Parcel 1) of 400 Alexandria Drive, otherwise known as Parcel Number 04015600, which is an approximately 2-acre, vacant parcel owned by R.J. Corman Railroad Group. There is no land use on the property other than straw production and the property has no structures.

The property is located on the northwest side of Lexington, about halfway between US 421 and KY 1681, along the southwest quadrant of the intersection formed by the railway and Alexandria Drive. The railway is a single track and Alexandria Drive is a two-lane connector between US 421 and US 60.

Land use is mixed in the area of the subject property consisting of agricultural and light industrial uses. The subject property is bordered on the north by a railway with residences opposite; on the south and west by agricultural property; and, on the east by a R.J. Corman Railroad construction staging lot.

### **2.2. Utilities**

- Potable Water—none
- Electricity—none
- Gas—none
- Sewer—none

### **2.3. Topography, Drainage**

A United States Geological Survey (USGS), 7 ½-minute topographic map was reviewed for this site. The Lexington West quadrangle was prepared in 1993. Topography depicted on the map is consistent with our visual inspection of the subject property. A representative portion of the map is presented in this report for physical setting illustration (see Appendix I).

The topography of the area is gently rolling with the subject property situated along the bottomland of Town Branch, which bisects the subject property flowing northwest under Alexandria Drive. The stream appears ecologically healthy. Surface drainage appears to enter the subject property via overland flow from the north and south; and, through Town Branch from the east.

## **3. Site History**

### **3.1. Review of Prior Land Use**

Prior land use and property history information was gathered via aerial photographs (1956, 1966, 1973, 1982, 1997, 2002, 2011), Property Valuation Administrator, deeds, plats, survey (2011), topographic map, personal knowledge and interviews with people that are familiar with the property. Sanborn Fire Insurance maps were not available for this site.

The subject property was used for agricultural purposes until R.J. Corman Railroad Group purchased the property from CSX in 2011. CSX purchased parcel in 1962 for access to the rail / roadway intersection while allowing access to the property for agriculture. It was previously part of a larger agricultural tract used for pasture and row crops.

Historic aerial photographs back to 1956 show the property as vacant agricultural property. Appendix I shows aeriels from 1966 to 2011). The property looks much the same today as it did in 1956.

### **3.2. Interviews**

We have interviewed the following people familiar with the property's history.

- Deborah Hawley (phone interview, 9-6-13)—Subject property owner representative.

## **4. Environmental Records Review**

### **4.1. Federal and State Databases**

This assessment has included the review of Federal and state environmental databases accessed through Environmental Data Resources—a commercial database retrieval company. The databases include the National Priorities List (NPL), the Comprehensive Environmental

Response Compensation and Liability Information System (CERCLIS), Resource Conservation and Recovery Act (RCRA) facilities, Emergency Response Notification System (ERNS) files, and others required by ASTM E 1527-00. A complete list of databases is available in the database report (Appendix II).

These databases are publicly available, and can be used to identify a facility engaged in the generation, storage, treatment, transportation, or disposal of hazardous materials if records exist. In addition, facilities that are under litigation, have been fined, or have been ordered to perform corrective action with respect to hazardous material handling can be identified. The database report is presented as Appendix II.

The subject property was not listed in the database Report. Because of local topography and distance from the subject property, none of the listed sites were considered for file review.

## **5. Summary of Site Reconnaissance**

Reconnaissance of the subject property and the surrounding area was conducted on November 25, 2013. Environmental Assessments, LLC (EA) walked over the entire property and drove to adjacent properties to observe the characteristics of the site including topography and drainage patterns depicted on the physical setting map (Appendix I).

The subject property was consistent with its intended use as an agricultural property with access to the rail facility. The property is covered with grass with a tree-lined stream bisecting it from east to west. The property appears to have very little use except for straw production.

The property is bordered to the north by a single railway and on the east by Alexandria Drive. The stream appeared ecologically healthy with no observed dumping, staining or petroleum sheen.

No significant petroleum staining was observed anywhere on the property. We observed none of the items listed in Section 9.4.2 of ASTM E 1527-05 on site, such as underground and aboveground fuel tanks, drums, lagoons, etc. We observed no indication that any of the subject property was ever used for disposing hazardous materials, hazardous wastes or petroleum products.

## **6. Findings / Opinions**

6.1. There were no findings of significance at the subject property relative to ASTM E 1527-05.

## **7. Conclusions**

A Phase I Environmental Site Assessment of the property known as: Parcel 1—a 1.0-acre portion out of 400 Alexandria Drive, Lexington, Kentucky, has been performed. This assessment has



revealed no evidence of recognized environmental conditions in connection with the property as described in ASTM E 1527-05 (*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*):

*No further investigation is warranted.*

## **8. Deviations**

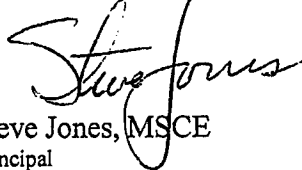
### **8.1. Data Gaps**

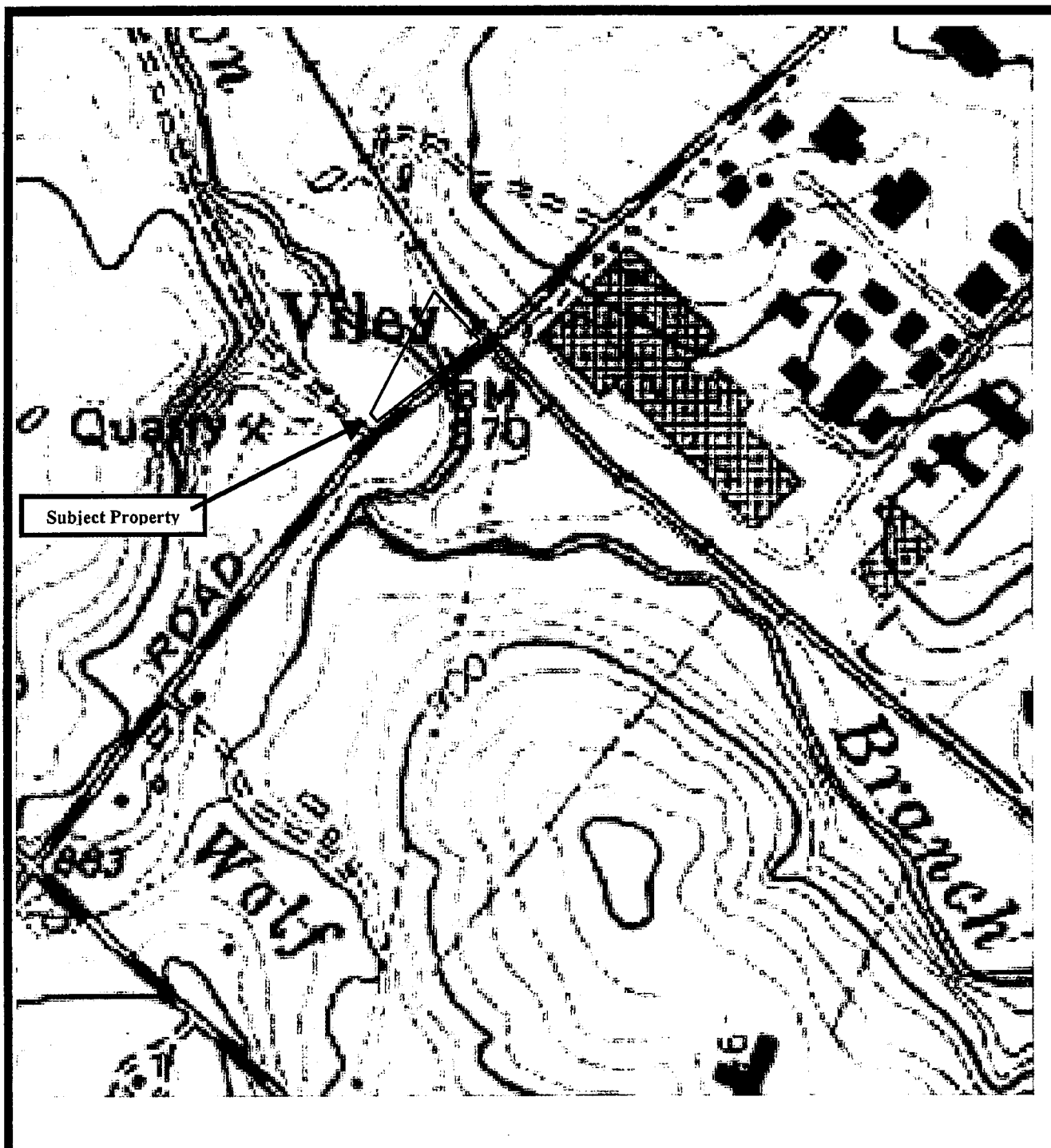
There are no data gaps in this report

#### Certification

I declare that, to the best of my professional knowledge and belief, I meet the definition of *Environmental professional* as defined in §312.10 of 40 CFR 312” and I have the specific qualifications based on education, training, and experience to assess a *property* of the nature, history, and setting of the subject *property*. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

**Environmental Assessments LLC**

  
Steve Jones, MSCE  
Principal



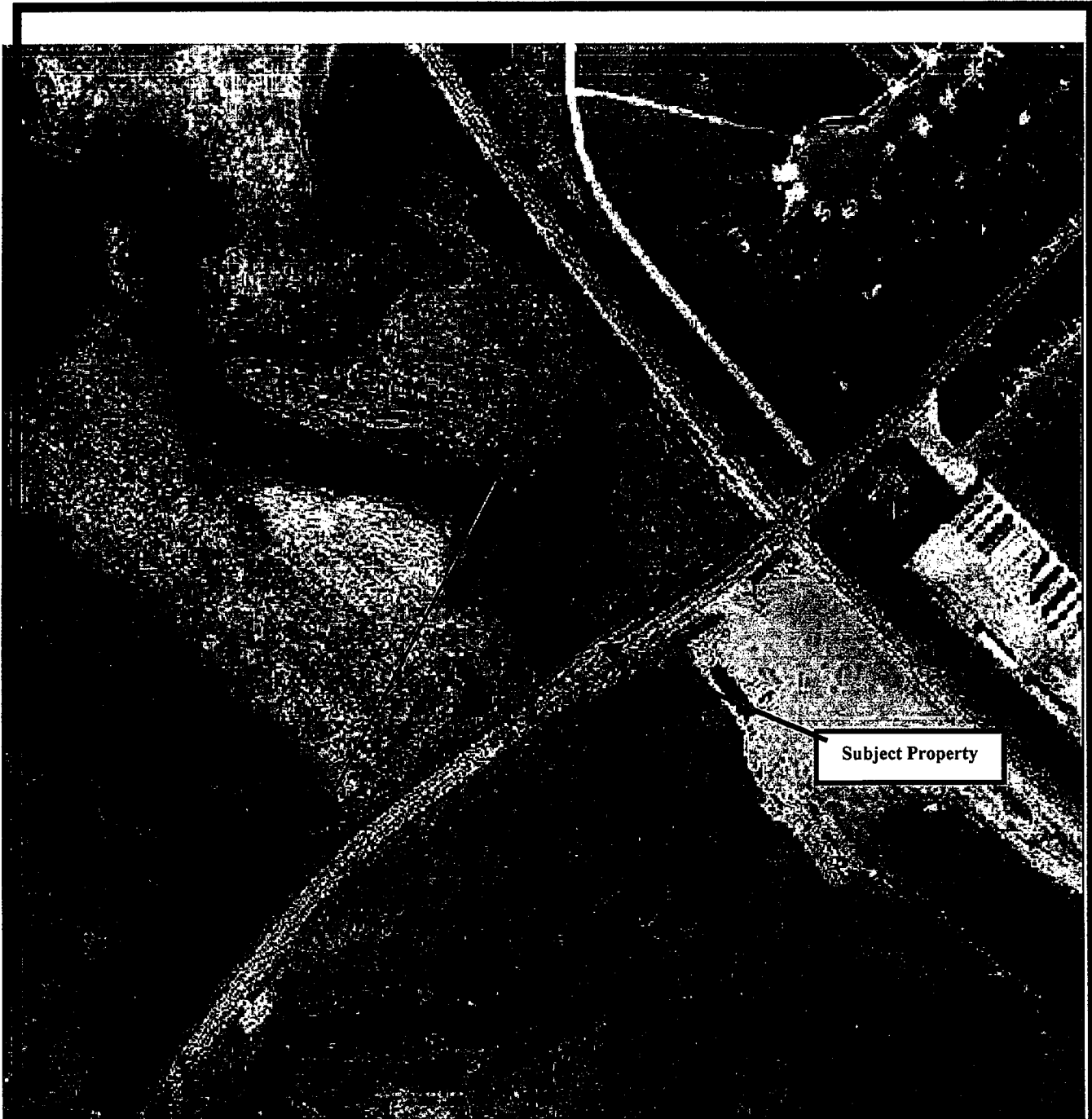
Source: (USGS) Lexington West,  
KY Quad—1993  
10' Contours

*Environmental Assessments*

Lexington, Kentucky

### Physical Setting Map

Parcel 1—A 1.0-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky



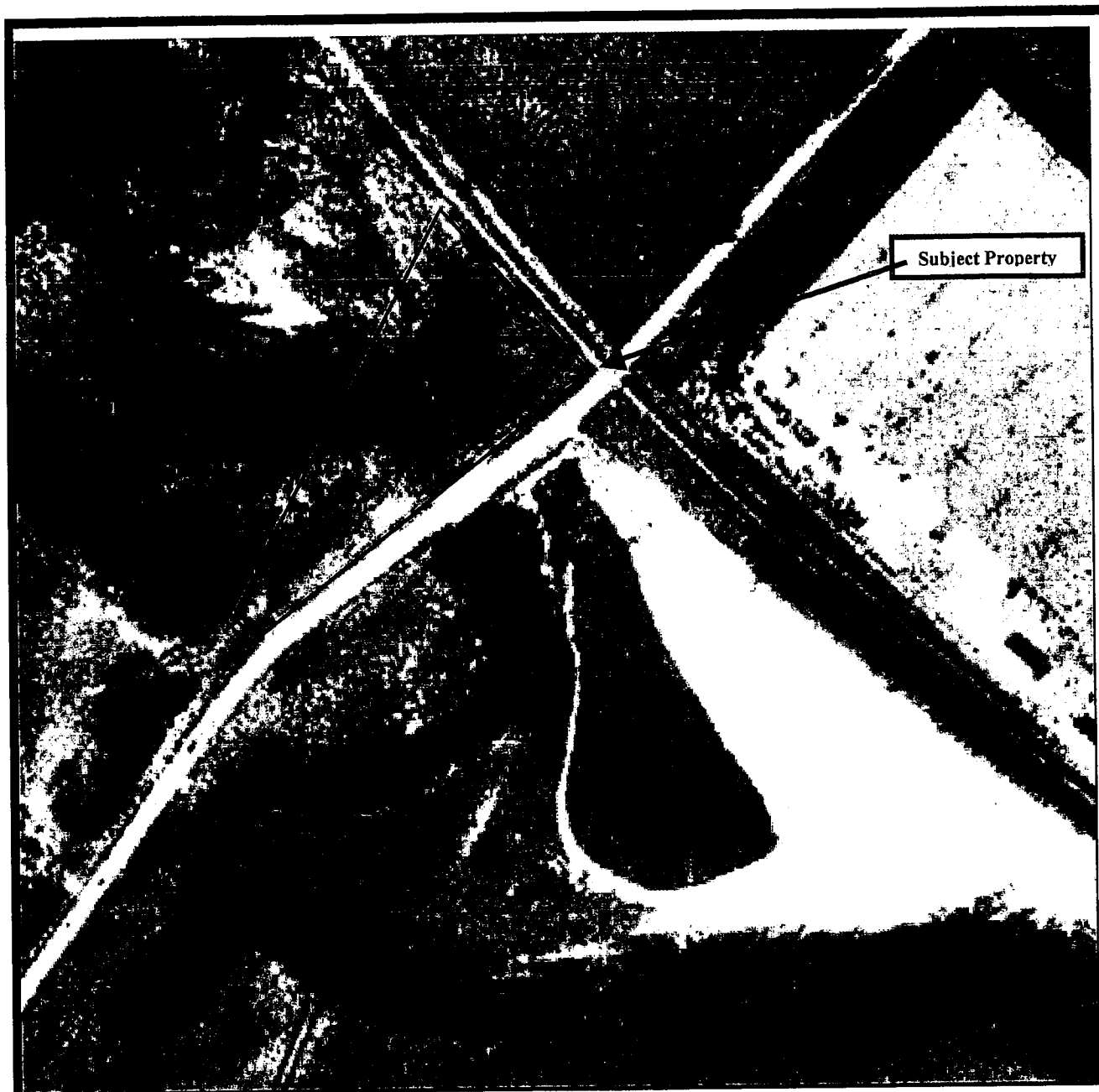
Source: Fayette-pva.com

*Environmental Assessments*

Lexington, Kentucky

### 2011 Aerial Photograph

Parcel 1—A 1.0-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky



Source: msrmaps.com

*Environmental Assessments*

Lexington, Kentucky

**1997 Aerial Photograph**

Parcel 1—A 1.0-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky



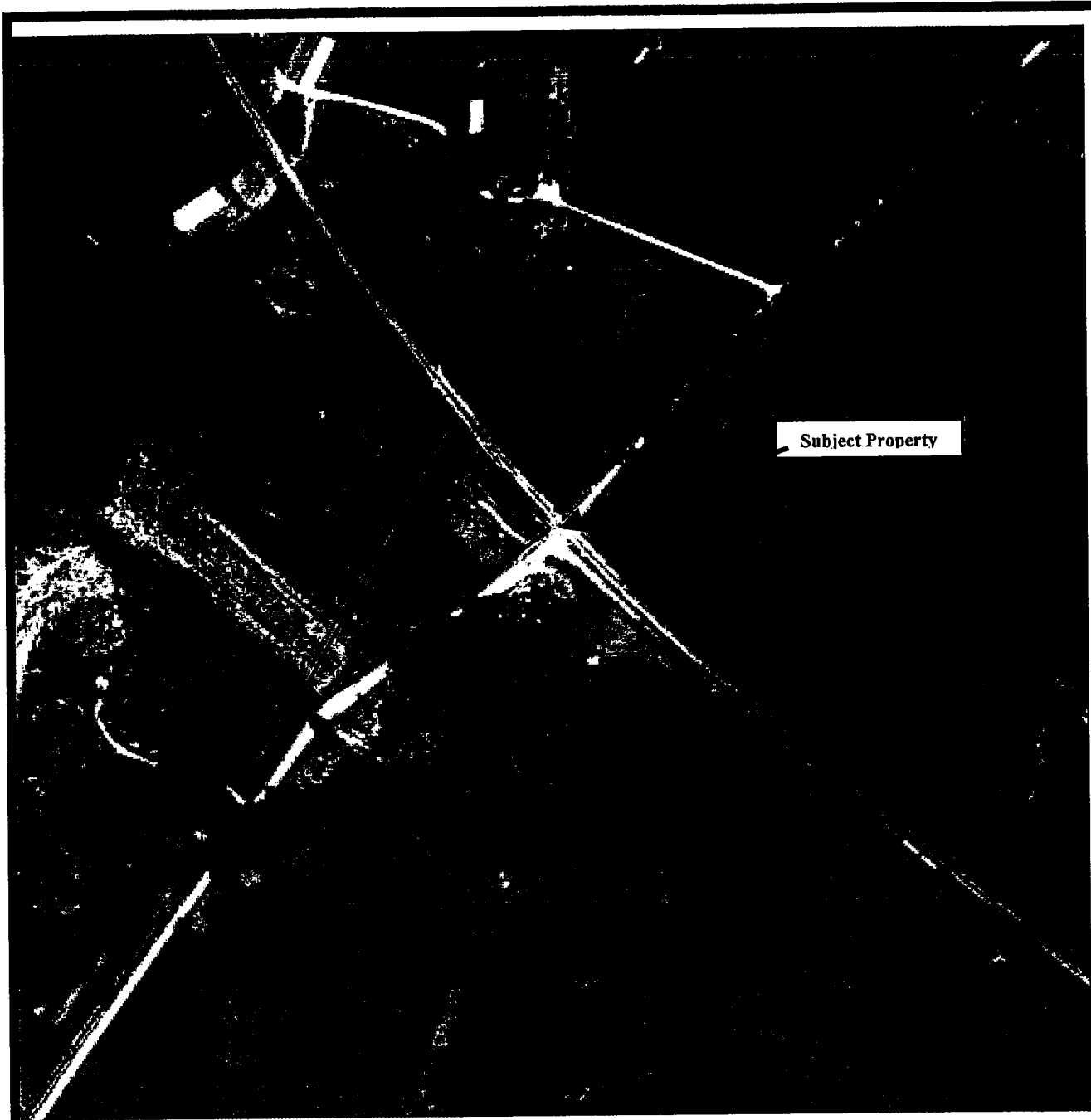
Source: University of Kentucky

*Environmental Assessments*

Lexington, Kentucky

### 1982 Aerial Photograph

Parcel 1—A 1.0-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky



Source: University of Kentucky

*Environmental Assessments*

Lexington, Kentucky

**1966 Aerial Photograph**

Parcel 1—A 1.0-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky

**Louisville Nashville Railway Parcel 2 0.85 Acres**  
400 ALEXANDRIA DR  
Lexington, KY 40510

Inquiry Number: 3731493.2s  
September 18, 2013

## FirstSearch Report



440 Wheelers Farms Road  
Milford, CT 06461  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

FORM-NULL-GIL

## Search Summary Report

**TARGET SITE**      **400 ALEXANDRIA DR**  
**LEXINGTON, KY 40510**

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	0	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	1	1
<i>NFRAP</i>	Y	0	0	0	0	-	0	0
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	1	1
<i>RCRA GEN</i>	Y	0	0	0	-	-	0	0
<i>Federal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>ERNS</i>	Y	0	-	-	-	-	1	1
<i>State/Tribal CERCLIS</i>	Y	0	0	0	0	3	6	9
<i>State/Tribal SWL</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal LTANKS</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal Tanks</i>	Y	0	0	0	-	-	0	0
<i>ST/Tribal Brownfields</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other Haz Sites</i>	Y	0	-	-	-	-	0	0
<i>Spills</i>	Y	0	-	-	-	-	0	0
<i>Other</i>	Y	0	-	-	-	-	4	4
- Totals --		0	0	0	0	3	13	16

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## Search Summary Report

**TARGET SITE:** 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<b>NPL</b>	NPL	04/26/2013	1.000	0	0	0	0	0	0	0
	Proposed NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>NPL Delisted</b>	Delisted NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>CERCLIS</b>	CERCLIS	04/26/2013	0.500	0	0	0	0	-	1	1
<b>NFRAP</b>	CERC-NFRAP	04/26/2013	0.500	0	0	0	0	-	0	0
<b>RCRA COR ACT</b>	CORRACTS	07/11/2013	1.000	0	0	0	0	0	0	0
<b>RCRA TSD</b>	RCRA-TSDF	07/11/2013	0.500	0	0	0	0	-	1	1
<b>RCRA GEN</b>	RCRA-LQG	07/11/2013	0.250	0	0	0	-	-	0	0
	RCRA-SQG	07/11/2013	0.250	0	0	0	-	-	0	0
	RCRA-CESQG	07/11/2013	0.250	0	0	0	-	-	0	0
<b>Federal IC / EC</b>	US ENG CONTROLS	03/14/2013	0.500	0	0	0	0	-	0	0
	US INST CONTROL	03/14/2013	0.500	0	0	0	0	-	0	0
<b>ERNS</b>	ERNS	12/31/2012	TP	0	-	-	-	-	1	1
<b>State/Tribal CERCLIS</b>	SHWS	06/27/2013	1.000	0	0	0	0	3	6	9
<b>State/Tribal SWL</b>	SWF/LF	07/22/2013	0.500	0	0	0	0	-	0	0
<b>State/Tribal LTANKS</b>	SB193	09/05/2006	0.500	0	0	0	0	-	0	0
	INDIAN LUST	09/28/2012	0.500	0	0	0	0	-	0	0
<b>State/Tribal Tanks</b>	UST	05/14/2013	0.250	0	0	0	-	-	0	0
	INDIAN UST	09/28/2012	0.250	0	0	0	-	-	0	0
<b>ST/Tribal Brownfields</b>	BROWNFIELDS	08/05/2013	0.500	0	0	0	0	-	0	0
<b>US Brownfields</b>	US BROWNFIELDS	06/24/2013	0.500	0	0	0	0	-	0	0
<b>Other Haz Sites</b>	US CDL	03/04/2013	TP	0	-	-	-	-	0	0
<b>Spills</b>	HMIRS	12/31/2012	TP	0	-	-	-	-	0	0

## Search Summary Report

**TARGET SITE:** 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>Other</i>	RCRA NonGen / NLR	07/11/2013	TP	0	-	-	-	-	1	1
	TRIS	12/31/2011	TP	0	-	-	-	-	0	0
	TSCA	12/31/2006	TP	0	-	-	-	-	0	0
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0
	SSTS	12/31/2009	TP	0	-	-	-	-	0	0
	ICIS	07/20/2011	TP	0	-	-	-	-	0	0
	PADS	11/01/2012	TP	0	-	-	-	-	1	1
	MLTS	03/14/2013	TP	0	-	-	-	-	0	0
	RADINFO	04/09/2013	TP	0	-	-	-	-	0	0
	FINDS	03/08/2013	TP	0	-	-	-	-	2	2
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0
	INDIAN RESERV	12/31/2005	1.000	0	0	0	0	0	0	0
	PRP	04/15/2013	TP	0	-	-	-	-	0	0
	US AIRS	01/23/2013	TP	0	-	-	-	-	0	0
- Totals --				0	0	0	0	3	13	16

## Site Information Report

Request Date: SEPTEMBER 18, 2013  
Request Name: STEVE JONES

Search Type: COORD  
Job Number: NA

Target Site: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

### Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	84.552500	84.5525000 - 84° 33' 9.00"	Easting: 714686.4
Latitude:	38.074900	38.0749000 - 38° 4' 29.64"	Northing: 4216748.5
Elevation:	859 ft. above sea level		Zone: Zone 16

### Demographics

Sites: 3

Non-Geocoded: 13

Population: N/A

#### RADON

Federal EPA Radon Zone for FAYETTE County: 1

Note: Zone 1 indoor average level > 4 pCi/L.  
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.  
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for FAYETTE COUNTY, KY

Number of sites tested: 26

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	4.946 pCi/L	58%	42%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	7.176 pCi/L	48%	48%	4%

## Site Information Report

### RADON

State Database: KY Radon

#### Radon Test Results

Zip	Test Date	Test Result
40510	2/22/2002	68.20
40510	2/22/2002	41.60
40510	2/22/2002	68.20
40510	2/22/2002	41.60
40510	5/10/2002	32.40
40510	5/24/2002	11.50
40510	5/26/2002	24.60
40510	3/15/2002	59.80
40510	3/15/2002	19.70
40510	5/28/2002	5.20
40510	5/31/2002	10.10
40510	5/31/2002	10.40
40510	6/22/2002	7.80
40510	6/22/2002	1.50
40510	6/22/2002	1.90
40510	6/26/2002	6.20
40510	7/21/2002	4.00
40510	7/31/2002	9.30
40510	7/31/2002	8.40
40510	7/31/2002	12.30
40510	12/9/2002	34.30
40510	12/9/2002	28.40
40510	12/9/2002	46.90
40510	8/23/2002	25.50
40510	10/30/2002	6.40
40510	1/22/2003	0.50
40510	1/31/2003	0.00
40510	2/10/2003	0.50
40510	3/14/2003	4.20
40510	4/10/2003	3.60
40510	4/21/2003	0.50
40510	4/21/2003	0.50
40510	12/9/2003	1.00
40510	9/17/2004	2.80
40510	2/14/2005	30.70
40510	5/24/2006	5.30

## Target Site Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type -ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
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No sites found for target address

## Sites Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
1	SHWS --53237 --Closed	LEXINGTON CENTER EXPANSION	2185 OLD FRANKFORT PIKE LEXINGTON, KY 40510	0.71 South	+ 46	1
2	SHWS --1064 --Closed	FAYETTE CO STATE MAINTENANCE G	2151 FRANKFORT CT LEXINGTON, KY 40511	0.76 SSE	+ 47	2
3	SHWS --47473 --Closed	BLUE GRASS COCA-COLA BOTTLING	2275 LEESTOWN PIKE LEXINGTON, KY	0.78 ENE	+ 91	3

## Sites Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
	FINDS	NJ HWY AUTH - WILDWOOD N RAMP	GSP N RAMP INTERCHANGE 4 CAPE MAY, NJ	NON GC	N/A	N/A
	SHWS --4958 --Closed	UNIVERSITY OF KY - COLDSTREAM	UK COLDSTREAM FARM, IRONWO LEXINGTON, KY 40511	NON GC	N/A	N/A
	FINDS	US FEDERAL CORRECTIONAL INSTIT	FCI/LEX. LEXINGTON, KY 40511	NON GC	N/A	N/A
	CERCLIS --KY0000102475	US FEDERAL CORRECTIONAL INSTIT	FCI/LEX. LEXINGTON, KY 40511	NON GC	N/A	N/A
	SHWS --1068 --Closed	HALEY PIKE LANDFILL CLOSURE PH	3849 HEDGER LN LEXINGTON, KY 40519	NON GC	N/A	N/A
	SHWS --118883 --Closed	KNIGHTS INN PROPERTY	KNIGHTS INN LEXINGTON, KY 40511	NON GC	N/A	N/A
	PADS	LEXINGTON-BLUE GRASS ARMY DEP	LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	RCRA NonGen / NLR LEXINGTON-BLUE GRASS ARMY DEP --KY0210020509		LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	RCRA-TSDF --KY0210020509	LEXINGTON-BLUE GRASS ARMY DEP	LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	SHWS --53243 --Closed	T N T HOLLAND MOTOR EXPRESS	MERCER ROAD LEXINGTON, KY 40511	NON GC	N/A	N/A
	ERNS		MILE POST:85 LEXINGTON, KY	NON GC	N/A	N/A
	SHWS --70348 --Closed	FORMER PM CAR WASH 2601	NEW CIRCLE RD NE LEXINGTON, KY	NON GC	N/A	N/A
	SHWS --4958 --Closed	UNIVERSITY OF KY - COLDSTREAM	UK SPINDLETOP FARM, IRONW LEXINGTON, KY 40511	NON GC	N/A	N/A

## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

EDR ID: S106884684

DIST/DIR: 0.708 South

ELEVATION: 905

MAP ID: 1

NAME: LEXINGTON CENTER EXPANSION

Rev: 06/27/2013

ADDRESS: 2185 OLD FRANKFORT PIKE

ID/Status: 53237

LEXINGTON, KY 40510

ID/Status: Closed

FAYETTE

SOURCE: KY Department of Environmental Protection

#### SHWS:

Facility Id: 53237

Status: Closed

Description: LEXINGTON CENTER EXPANSION (Closed: No Action Necessary)

Closure Date: 04/05/1996

Longitude: -84.5500

Latitude: 38.064624

Subject Item County: Fayette

Sub Item Longitude: 37.98861

Subject Item Address: 2185 Old Frankfort Pike

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40510

Regulatory Desc: State Superfund

Closure Option: Option A No Action Necessary

Side SG: 20669



## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

EDR ID: U003990095 DIST/DIR: 0.756 SSE ELEVATION: 906 MAP ID: 2

NAME: FAYETTE CO STATE MAINTENANCE GARAGE

Rev: 06/27/2013

ADDRESS: 2151 FRANKFORT CT  
LEXINGTON, KY 40511  
FAYETTE

ID/Status: 1064  
ID/Status: Closed

SOURCE: KY Department of Environmental Protection

#### SHWS:

Facility Id: 1064

Status: Closed

Description: Closed Option C Restored 11/3/10.

Closure Date: 11/03/2010

Longitude: -84.5482

Latitude: 38.064708

Subject Item County: Fayette

Sub Item Longitude: 38.06467

Subject Item Address: 2151 Frankfort Ct

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40511

Regulatory Desc: State Superfund

Closure Option: Option C Restored

Side SG: KYTC

## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

<b>EDR ID:</b>	1001485228	<b>DIST/DIR:</b>	0.780 ENE	<b>ELEVATION:</b>	950	<b>MAP ID:</b>	3
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**NAME:** BLUE GRASS COCA-COLA BOTTLING

**Rev:** 06/27/2013

**ADDRESS:** 2275 LEESTOWN PIKE

**ID/Status:** 47473

LEXINGTON, KY

**ID/Status:** Closed

FAYETTE

**SOURCE:** KY Department of Environmental Protection

#### SHWS:

Facility Id: 47473

Status: Closed

Description: COCA-COLA (Closed: Restored)

Closure Date: 07/03/1996

Longitude: -84.5250

Latitude: 38.080000

Subject Item County: Fayette

Sub Item Longitude: 37.98861

Subject Item Address: 2275 Leestown Pike

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40503

Regulatory Desc: Petroleum Cleanup

Closure Option: Option C Restored

Side SG: 38452

## Database Descriptions

**NPL:** NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites.

**NPL Delisted:** DELISTED NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. DELISTED NPL - National Priority List Deletions

**CERCLIS:** CERCLIS CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL. CERCLIS - Comprehensive Environmental Response, Compensation, and Liability Information System

**NFRAP:** CERCLIS-NFRAP Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site. CERCLIS-NFRAP - CERCLIS No Further Remedial Action Planned

**RCRA COR ACT:** CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

**RCRA TSD:** RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

**RCRA GEN:** RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generators.

**Federal IC / EC:** US ENG CONTROLS A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. US ENG CONTROLS - Engineering Controls Sites List US INST CONTROL - Sites with Institutional Controls.

**ERNS:** ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

## Database Descriptions

**State/Tribal CERCLIS: SHWS State Hazardous Waste Sites.** State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state. SHWS - State Leads List

**State/Tribal SWL: SWF/LF Solid Waste Facilities/Landfill Sites.** SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF - Solid Waste Facilities List

**State/Tribal LTANKS: SB193** The inventory indicates facilities that have performed permanent closure activities at a regulated underground storage tank facility and have known soil and/or groundwater contamination. SB193 - SB193 Branch Site Inventory List INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land.

**State/Tribal Tanks: UST Registered Underground Storage Tanks.** UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program. UST - Underground Storage Tank Database INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land.

**ST/Tribal Brownfields: BROWNFIELDS** The Kentucky Brownfield Program has created an inventory of brownfield sites in order to market the properties to those interested in brownfield redevelopment. The Kentucky Brownfield Program is working to promote the redevelopment of these sites by helping to remove barriers that prevent reuse, providing useful information to communities, developers and the public and encouraging a climate that fosters redevelopment of contaminated sites. BROWNFIELDS - Kentucky Brownfield Inventory

**US Brownfields: US BROWNFIELDS** Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

**Other Haz Sites: US CDL** A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. US CDL - Clandestine Drug Labs

**Spills: HMIRS Hazardous Materials Incident Report System.** HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System

## Database Descriptions

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators TRIS - Toxic Chemical Release Inventory System. TSCA - Toxic Substances Control Act. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). SSTS - Section 7 Tracking Systems. ICIS - Integrated Compliance Information System. PADS - PCB Activity Database System. MLTS - Material Licensing Tracking System. RADINFO - Radiation Information Database. FINDS - Facility Index System/Facility Registry System. RAATS - RCRA Administrative Action Tracking System. BRS - Biennial Reporting System. INDIAN RESERV - Indian Reservations. PRP - Potentially Responsible Parties. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). FEDLAND - Federal and Indian Lands. US AIRS MINOR - Air Facility System Data.

### Database Sources

NPL: EPA

Updated Quarterly

NPL Delisted: EPA

Updated Quarterly

CERCLIS: EPA

Updated Quarterly

NFRAP: EPA

Updated Quarterly

RCRA COR ACT: EPA

Updated Quarterly

RCRA TSD: Environmental Protection Agency

Updated Quarterly

RCRA GEN: Environmental Protection Agency

Updated Quarterly

Federal IC / EC: Environmental Protection Agency

Varies

ERNS: National Response Center, United States Coast Guard

Updated Annually

State/Tribal CERCLIS: Department of Environmental Protection

Updated Quarterly

State/Tribal SWL: Department of Environmental Protection

Updated Semi-Annually

State/Tribal LTANKS: Department of Environmental Protection

No Update Planned

State/Tribal Tanks: Department of Environmental Protection

Updated Quarterly

## Database Sources

ST/Tribal Brownfields: Division of Compliance Assistance

Varies

US Brownfields: Environmental Protection Agency

Updated Semi-Annually

Other Haz Sites: Drug Enforcement Administration

Updated Quarterly

Spills: U.S. Department of Transportation

Updated Annually

Other: Environmental Protection Agency

Varies

## Street Name Report for Streets near the Target Property

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

Street Name	Dist/Dir	Street Name	Dist/Dir
Alexandria Dr	0.00 --		
Coronado Rdg	0.12 NNE		
Rolling Rdg	0.20 North		
Saddlebred Ct	0.24 NNE		
Sprinters Trl	0.23 North		
Trade St	0.24 East		



# Environmental FirstSearch

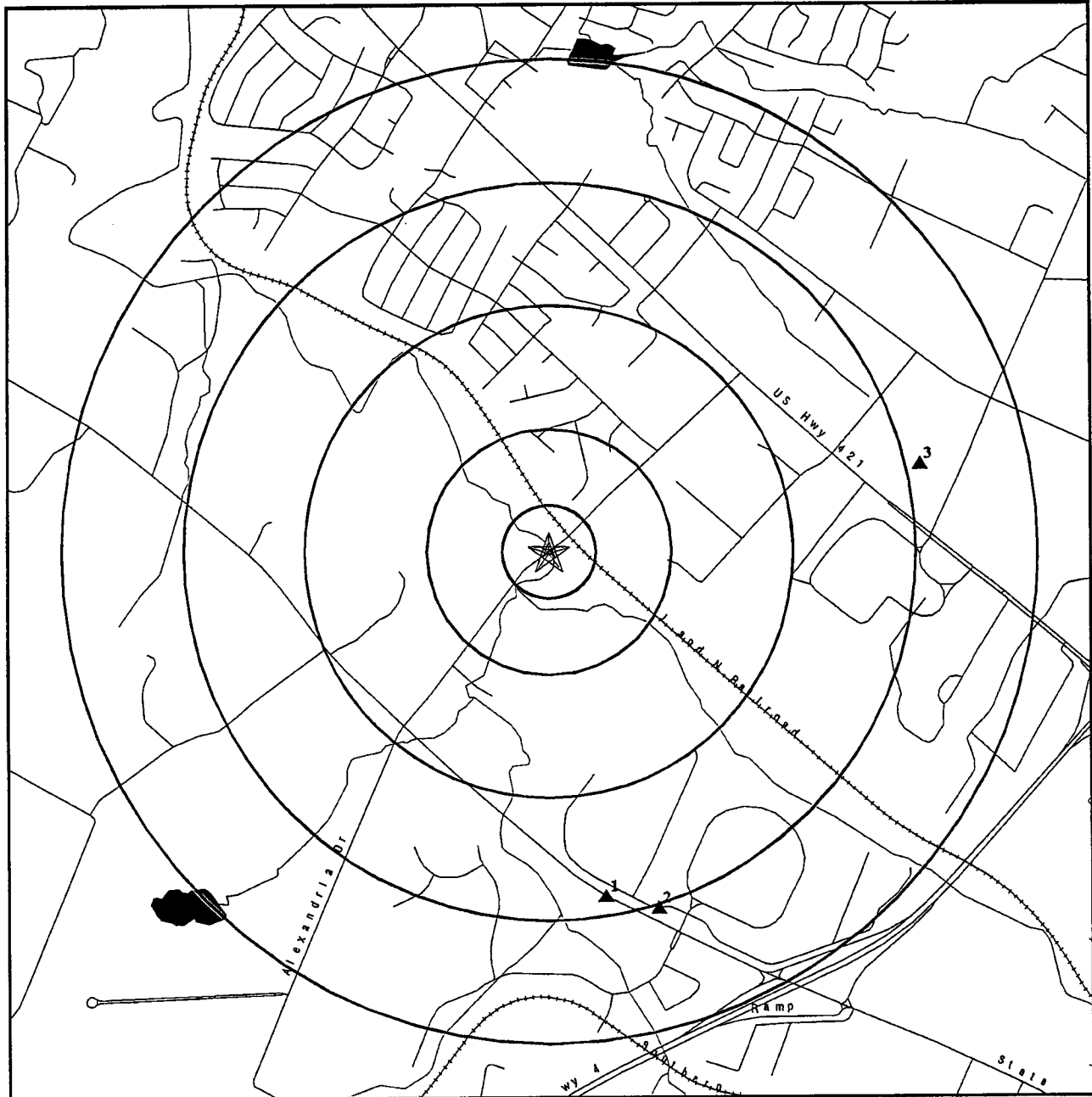
1.000 Mile Radius

ASTM MAP: NPL, RCACOR, STATES Sites



EDR® Environmental  
Data Resources Inc

400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 38.0749 Longitude: 84.5525)
- ▲ Identified Sites
- ▨ Indian Reservations BIA
- ▩ National Priority List Sites

# Environmental FirstSearch

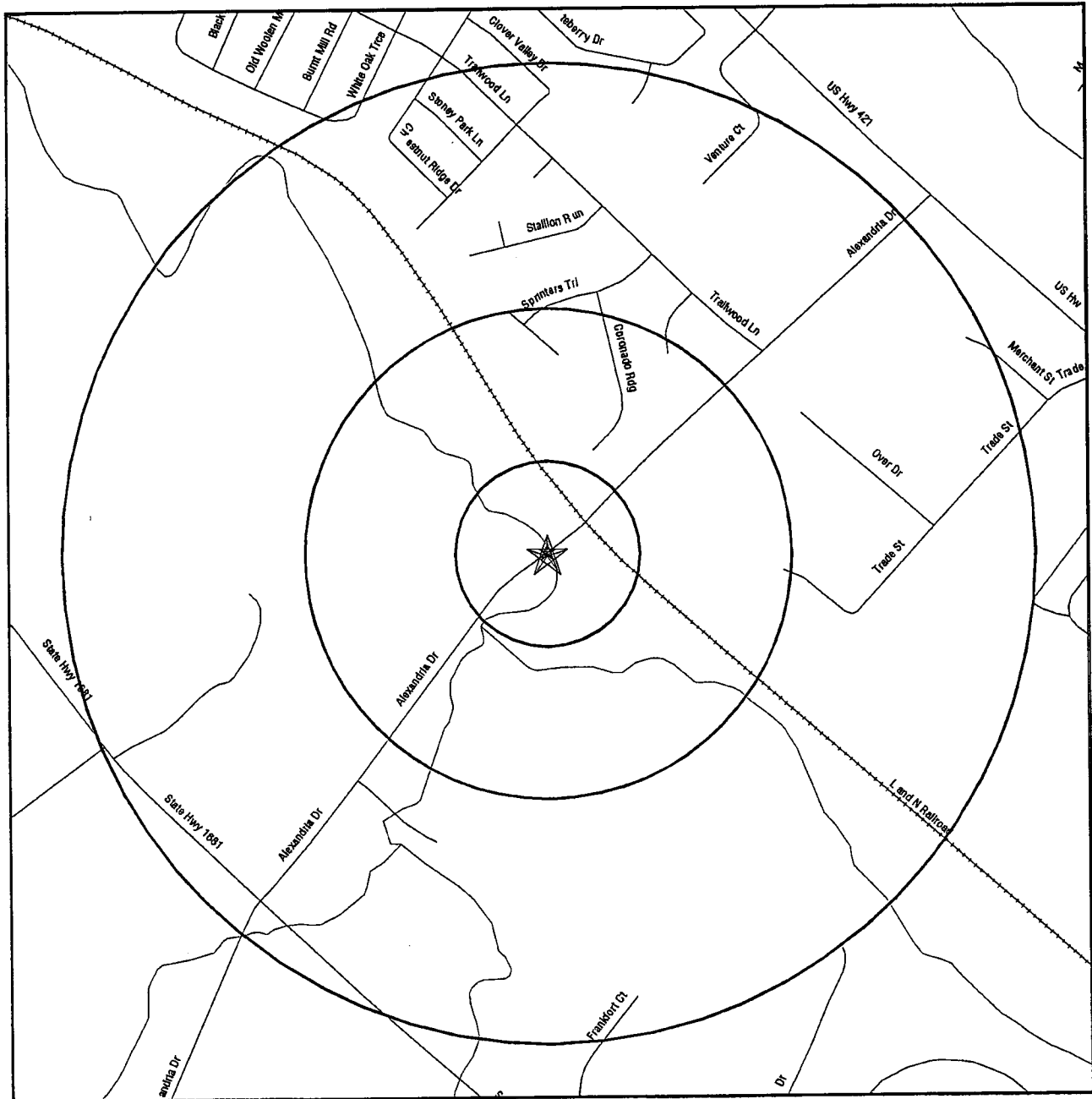
0.500 Mile Radius

ASTM MAP: CERCLIS, RCRATSD, LUST, SWL



EDR® Environmental  
Data Resources Inc

400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 38.0748 Longitude: 84.5525)
- ▲ Identified Sites
- ▨ Indian Reservations BIA
- ▩ National Priority List Sites

# Environmental FirstSearch

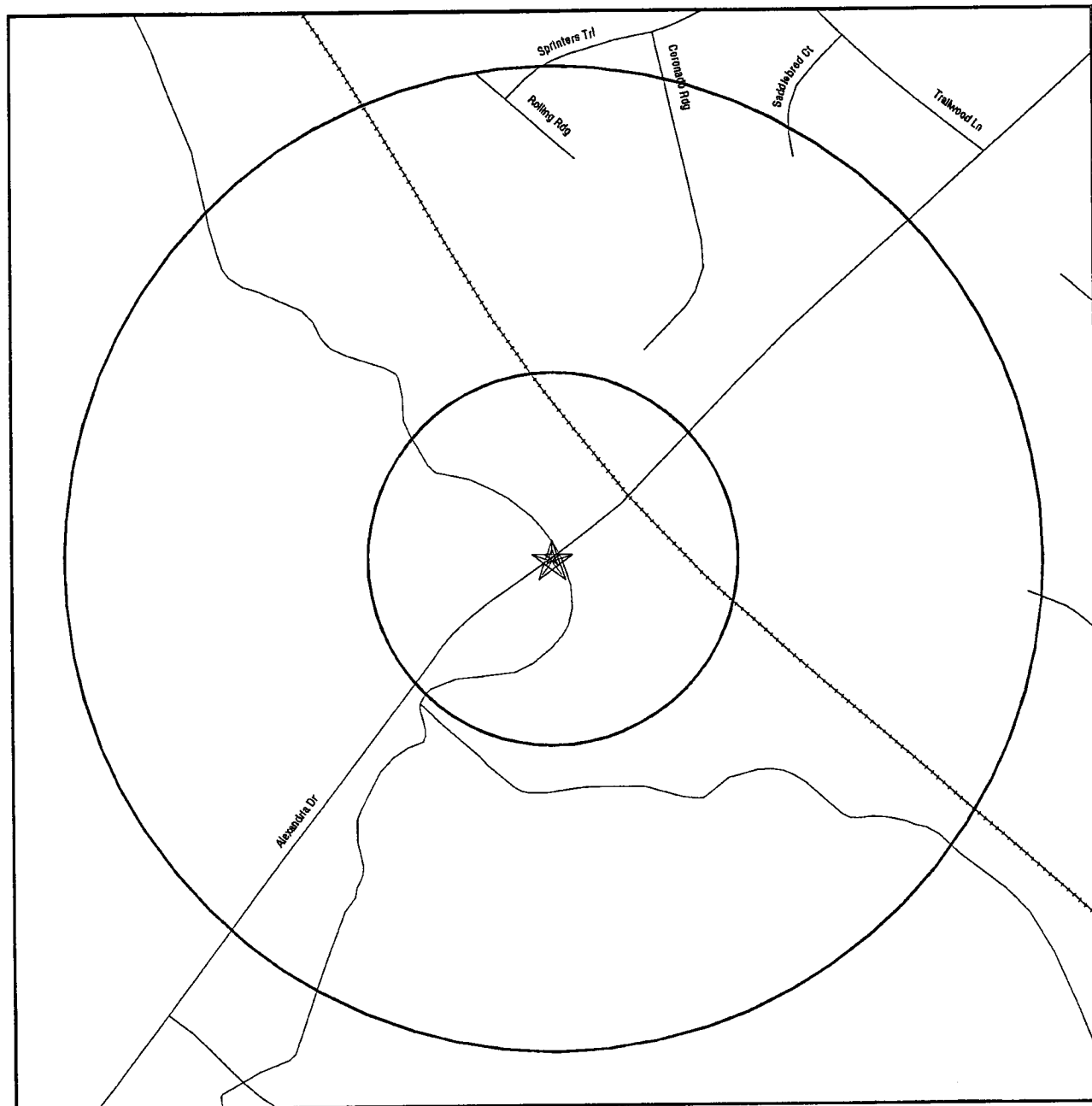
0.25 Mile Radius

ASTM MAP: RC RAGEN, ERNS, UST, FED IC/EC, METH LABS



EDR® Environmental  
Data Resources Inc

400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 38.0748 Longitude: 84.5525)
- ▲ Identified Sites
- National Priority List Sites
- ▨ Indian Reservations BIA

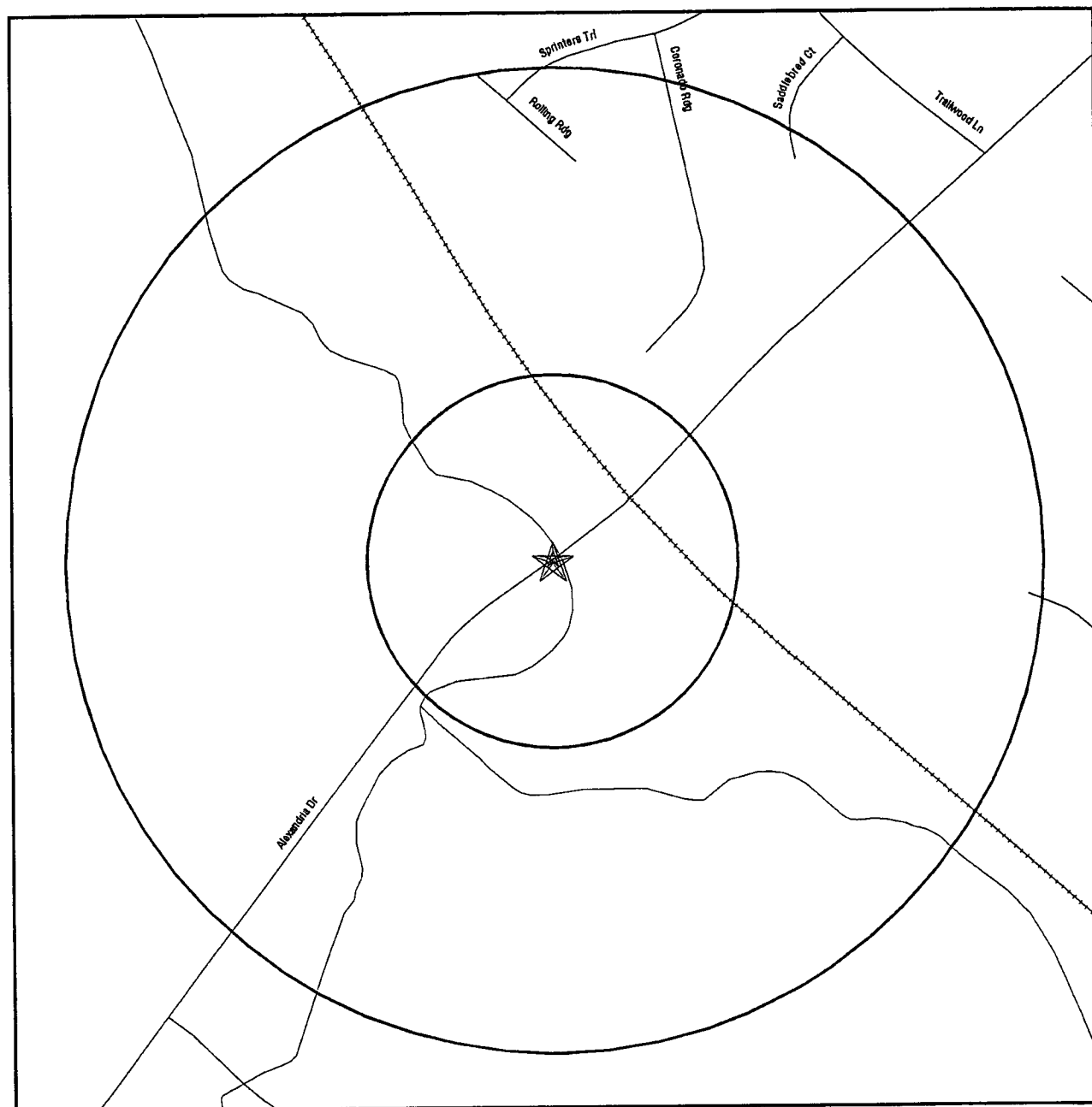
# Environmental FirstSearch

0.25 Mile Radius  
Non ASTM Map, Spills, FINDS



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Data Resources Inc

400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

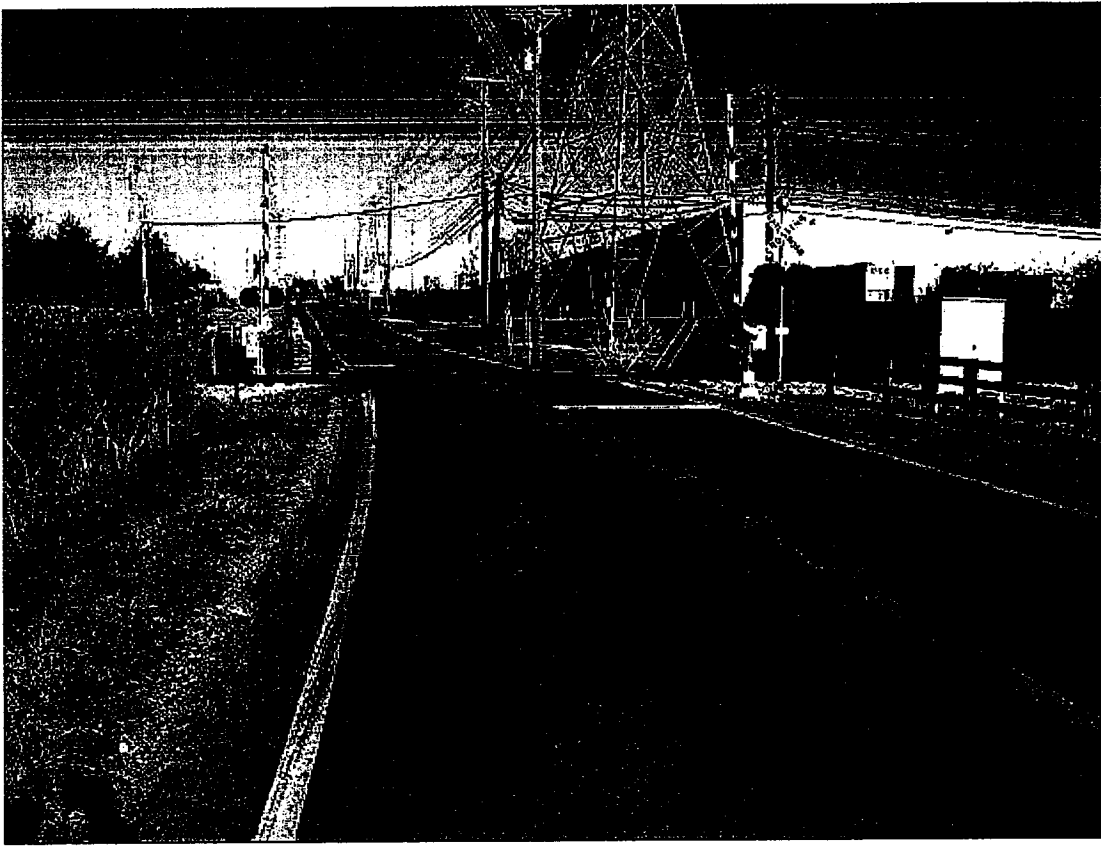
- ★ Target Property (Latitude: 38.0749 Longitude: 84.5525)
- ▲ Identified Sites
- Sensitive Receptors
- National Priority List Sites
- Indian Reservations BIA



**1. West view of the entrance to the subject property.**



**2. West view from the bridge looking down stream along Town Branch, which bisects the property.**



3. North view along Alexandria Dr, which bisects 400 Alexandria Dr. Parcel 1 (subject property) at left and Parcel 2 at right.



4. South view along Alexandria Dr from the subject entrance, right.



5. Adjacent property to the east across Alexandria Dr.



6. West view along the adjacent RR tracks to the north and residential opposite, right.

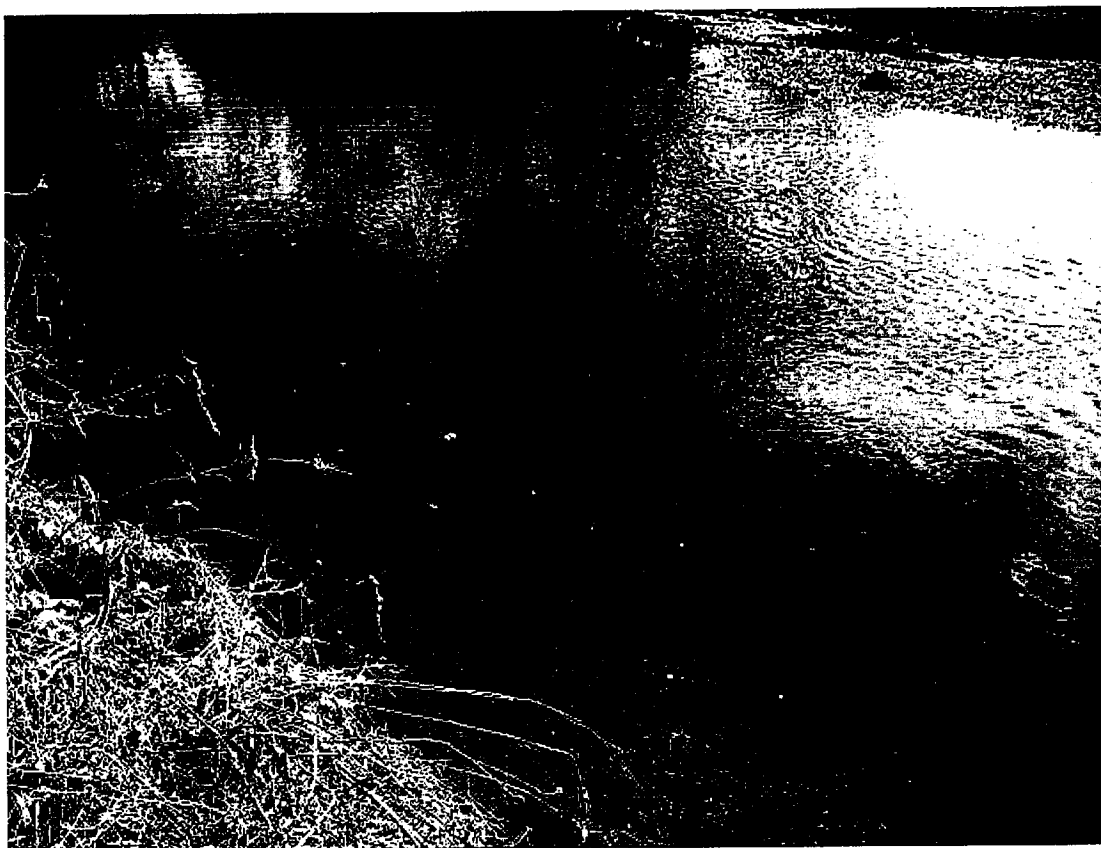


7. South view along the west property boundary from near the NW corner of the property.



8. East view toward the entrance at Alexandria Dr along the north property boundary, from near the NW corner of the property.





9. Representative view of Town Branch.



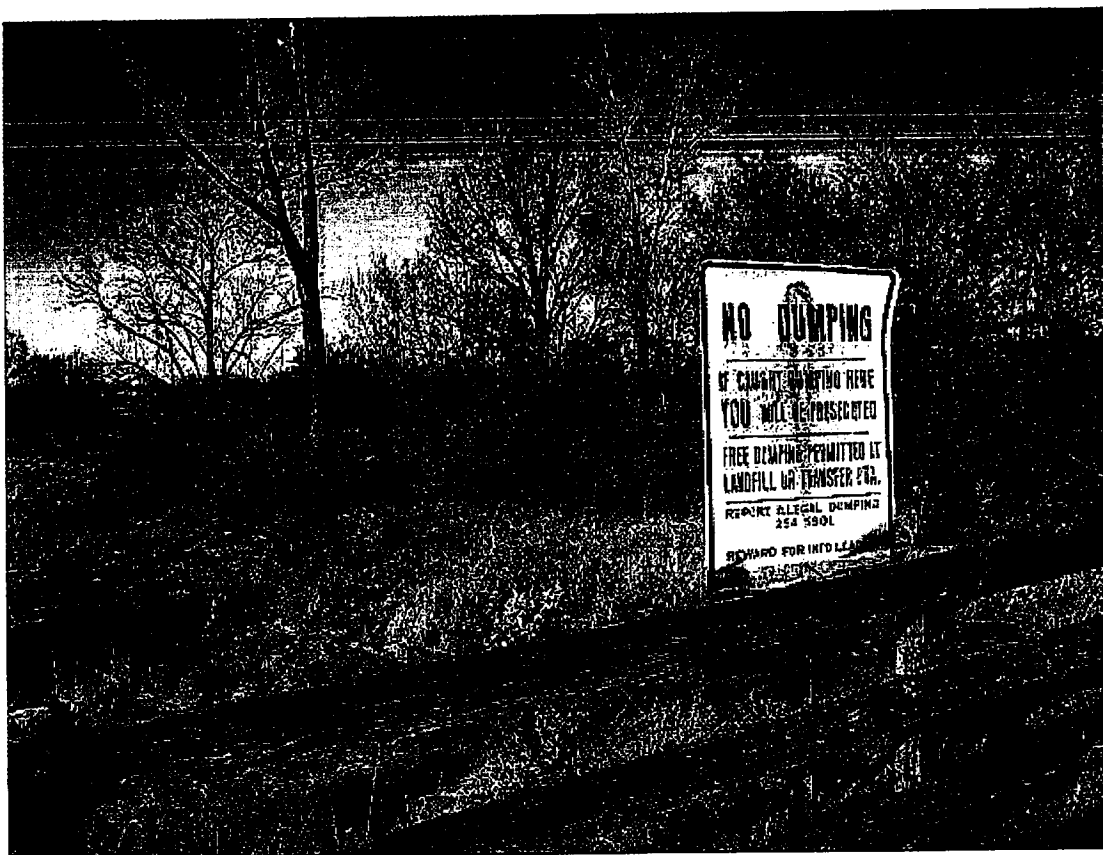
10. South view across Town Branch along the west property boundary.



11. South view toward the SE corner of the subject property.



12. North view from the SE corner of the subject property.



13. West view across the southern portion of the subject property from Alexandria Dr.



14. North view along Alexandria Dr from near the SE corner of the subject property.

**Environmental Assessments, LLC**

1001 Monarch Street, Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

**Report of: Phase I  
Environmental Site Assessment**

**0.85-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky**

**Prepared For:**

**RJ Corman Railroad Properties, LLC  
Attn: Deborah Hawley  
101 R.J. Corman Drive  
Nicholasville, Kentucky 40340**

**September 24, 2013**

Environmental Assessments, LLC

1001 Monarch Street; Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

September 24, 2013

RJ Corman Railroad Properties, LLC  
Attn: Deborah J. Hawley  
101 R.J. Corman Drive  
Nicholasville, Kentucky 40340

**Re: Report of: Phase I Environmental Site Assessment**

**0.85-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky**

Dear Deborah:

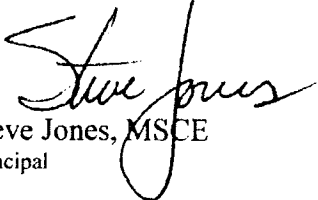
Thank you for selecting Environmental Assessments LLC for this project. We have completed a Phase I Environmental Site Assessment of the above referenced property in compliance with ASTM E 1527-05 (*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*) and with professional judgment. The report of our assessment is attached herein.

We identified no recognized environmental conditions associated with the subject property that warrant further investigation.

If you have any questions regarding our work or if we may be of further assistance, please call.

Sincerely,

**Environmental Assessments LLC**

  
Steve Jones, MSCE  
Principal

# *Environmental Assessments, LLC*

1001 Monarch Street; Ste. 46 • Lexington, Kentucky 40513  
(859) 296-4225 Office • (859) 685-3125 Fax

*– Since 1999 –*

## *Statement of Qualifications*

### *What We Do*

**Environmental Assessments LLC** specializes in environmental site assessments for commercial, industrial and agricultural real property, as well as, environmental compliance issues.

**Environmental Due Diligence—ASTM E 1527-05 / AAI  
Soil / Groundwater Investigations / Remediation  
Superfund and other Regulatory Compliance**

**Steve Jones, MSCE**

---

### *Experience*

Steve has over 20 years of experience working with civil and environmental engineers, geologists and environmental scientists. He has performed nearly 1000 environmental site assessments on industrial properties, national retail chains, gasoline/convenient stores, horse farms, other agricultural properties, new development, and local businesses. In addition, Steve has lead numerous soil & groundwater remediation efforts through the Kentucky Division of Waste Management.

Steve served on the ASTM committee (E50.02) that wrote the Phase I ESA standard. He provided assistance in conjunction with the EPA on the new standard practice to comply with EPA's "All Appropriate Inquiry" regulation mandated by Congress (ASTM E 1527-05).

### *Education*

Master of Science, Civil Engineering—University of Kentucky; Environmental Emphasis  
Bachelor of Science, Environmental Geography—Ohio University; Biology, Geology Emphasis  
OSHA 29 CFR 1910.120 40 Hour Hazardous Material Training Course  
EPA On Farm Assessment and Environmental Review Program (OFAER)—Certified  
ASTM E 1527-05 Standard Practice for Environmental Site Assessments (Training Course)  
Kentucky Real Estate License

*Fully Insured*

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## Appendices

<b>Appendix I</b>	Physical Setting Map - 7½-Minute Topographic Quadrangle (1993) Aerial Photographs (1966, 1982, 1997, 2011)
<b>Appendix II</b>	State and Federal Database Reports
<b>Appendix III</b>	Photographic Summary

**Report of:**  
**Phase I Environmental Site Assessment**

**0.85-Acre Parcel**  
**Out of: 400 Alexandria Dr.**  
**Lexington, Kentucky**

## **1. Introduction**

Environmental Assessments LLC has completed a Phase I Environmental Site Assessment (ESA) on the property known as: a 0.85-acre portion out of 400 Alexandria Drive, Lexington, Kentucky. This assessment has been conducted in compliance with ASTM E 1527-05 (*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*) and professional judgment.

Our services have included visual reconnaissance of the subject property and of the surrounding area; review of published historic, geologic, and cartographic literature pertinent to the area; review of local; state and federal environmental databases and agency files concerning the environmentally sensitive activities and conditions in the area; and, discussions with individuals familiar with the area.

### **1.1. Limitations and Exceptions**

A description of each entity studied and associated findings are summarized in this report. Our work is based upon professional judgment and reasonably ascertainable information that is publicly available to us. Activities or incidents occurring on site after completion of our site reconnaissance are beyond the scope of this assessment. Identification of buried environmental conditions and those covered by building materials or otherwise obscured is also beyond the scope of this assessment.

The purpose of this Phase I ESA has been to provide “all appropriate inquiry” into present and historic land uses on the subject property in an effort to identify “recognized environmental conditions” as described in ASTM E 1527-05. Additional services are listed in ASTM E 1527-05 as “non-scope considerations.” All non-scope considerations are beyond the scope of this study. Some examples of non-scope considerations are listed below.

- Evaluation of air quality, including mold and radon.
- Sampling and testing of surface water at the site or adjacent sites.
- Installation of monitoring wells for evaluating potentially contaminated groundwater.
- Performance of borings, excavations, etc., to detect hazardous substances.
- Performance of property line and topographic surveys.
- Reconnaissance of wetlands, historic and archeological concerns or endangered species.
- Reconnaissance, sampling and analysis to detect asbestos containing materials.
- Reconnaissance for, or sampling and analysis to detect lead in soils or any other media.



## **1.2. Reliance**

This report has been prepared so that RJ Corman Railroad Group, LLC may rely on its contents. Environmental Assessments LLC's obligations and liabilities are limited to these clients, and to others who are approved in writing by Environmental Assessments LLC, as authorized users of this report. These obligations and liabilities do not extend to and are not for the benefit of any other person or entity.

## **1.3. User Provided Information**

Environmental Assessments LLC searched for recorded documents in the Fayette County Courthouse relating to environmental liens and activity and use limitations associated with the subject property. We found no recorded evidence of environmental liens and there were no activity and use limitations recorded that affect the opinion of the environmental professional.

The user reported no specialized knowledge or commonly known information about the property that would affect the opinion of the environmental professional. The user also acknowledges there is no reduction in the value of the property resulting from environmental issues; and, the user reported no obvious indicators that point to the presence or likely presence of contamination at the property.

## **2. General Site Description**

### **2.1. Location and Current Land Use**

The subject property consists of a 0.85-acre portion of 400 Alexandria Drive, otherwise known as Parcel Number 04015600, which is an approximately 2-acre, vacant parcel owned by R.J. Corman Railroad Group. Land use on the site, which is mostly paved with gravel and has no structures, is R.J. Corman railroad facility operations.

The property is located on the northwest side of Lexington, about halfway between US 421 and KY 1681, along the southeast quadrant of the intersection formed by the railway and Alexandria Drive. The railway is a single track and Alexandria Drive is a two-lane connector between US 421 and US 60.

Land use is mixed in the area of the subject property consisting of agricultural and light industrial uses. The subject property is bordered on the north by a railway with a large distribution center opposite; and, on the south, east and west by agricultural property.

### **2.2. Utilities**

- Potable Water—none
- Electricity—Kentucky Utilities
- Gas—none
- Sewer—none

### **2.3. Topography, Drainage**

A United States Geological Survey (USGS), 7 ½-minute topographic map was reviewed for this site. The Lexington West quadrangle was prepared in 1993. Topography depicted on the map is consistent with our visual inspection of the subject property. A representative portion of the map is presented in this report for physical setting illustration (see Appendix I).

The topography of the area is gently rolling with the subject property situated along the bottomland of Town Branch, which bisects the subject property flowing northwest under Alexandria Drive. The stream showed no observable signs of degraded water quality. Surface drainage appears to enter the subject property via overland flow from the north and through Town Branch.

## **3. Site History**

### **3.1. Review of Prior Land Use**

Prior land use and property history information was gathered via aerial photographs (1956, 1966, 1973, 1982, 1997, 2002, 2011), Property Valuation Administrator, deeds, plats, survey (2011), topographic map, personal knowledge and interviews with people that are familiar with the property. Sanborn Fire Insurance maps were not available for this site.

The subject property was used for agricultural purposes until R.J. Corman Railroad Group purchased the property from CSX in 2011. CSX purchased the parcel in 1962 for access to the rail / roadway intersection while allowing access to the property for agriculture. It was previously part of a larger agricultural tract used for pasture and row crops.

Historic aerial photographs back to 1956 show the property as vacant agricultural property (see Appendix I). Other than a gravel pavement placed over the northern portion of the property in 2011, the property looks much the same today as it did in 1956.

### **3.2. Interviews**

We have interviewed the following people familiar with the property's history.

- Deborah Hawley (phone interview, 9-6-13)—Subject property owner representative.

## **4. Environmental Records Review**

### **4.1. Federal and State Databases**

This assessment has included the review of Federal and state environmental databases accessed through Environmental Data Resources—a commercial database retrieval company. The databases include the National Priorities List (NPL), the Comprehensive Environmental

Response Compensation and Liability Information System (CERCLIS), Resource Conservation and Recovery Act (RCRA) facilities, Emergency Response Notification System (ERNS) files, and others required by ASTM E 1527-00. A complete list of databases is available in the database report (Appendix II).

These databases are publicly available, and can be used to identify a facility engaged in the generation, storage, treatment, transportation, or disposal of hazardous materials if records exist. In addition, facilities that are under litigation, have been fined, or have been ordered to perform corrective action with respect to hazardous material handling can be identified. The database report is presented as Appendix II.

The subject property was not listed in the database Report. Other sites listed in the database report within the search radii were selected for file review during a previous environmental assessment on an adjacent property in 2011 (see those file review summaries in Section 4.2 below). Because of local topography and distance from the subject property, none of the other listed sites were considered for file review.

#### **4.2. Agency Files**

The Kentucky Division of Waste Management (DWM) and its Underground Storage Tank (UST) Branch were contacted in 2011 to review files for one UST site and two waste sites near the subject property. Provided below are the file summaries from 2011.

##### UST Branch (669 Byrd Thurman Drive)

The UST Branch maintains files for 669 Byrd Thurman Drive. This facility removed eight USTs in 2003 from an area of that property not considered the subject property. This involved the removal of petroleum-contaminated soils from the tank pit area; however, no groundwater was encountered during the investigation.

##### DWM (2151 Frankfort Court)

The DWM maintains files for this site, which was a solid waste landfill in the 1970s (north end of the property). Several environmental assessments were performed on this property in the 1990s. Areas of concern included an asphalt truck wash out area; former landfill area; hazardous waste storage area; purported drum burial site; UST site (exempt from UST regulations, Superfund controlled); and, used tires and battery storage.

All areas of soil contamination were remediated and no groundwater was encountered on site during the investigation. This site also received “no further action” status from the Superfund Branch in 2010 signifying clean closure of all of the areas of concern (Option C Restored). There were no drums discovered in the purported burial site.

##### DWM (764 Westland Court)

The DWM responded to the Norwood Construction property in 2007 to investigate a diesel fuel seep into “Wolf Run.” State Superfund personnel deployed petroleum absorbent booms in the creek to soak up the spill. They further stated in the Site Investigation Report (2008)

that...“Unless future discharges or other effects are observed it is likely that Superfund will not be involved with this incident any further.”

## **5. Summary of Site Reconnaissance**

Reconnaissance of the subject property and the surrounding area was conducted on September 23, 2013. Environmental Assessments, LLC (EA) walked over the entire property and drove to adjacent properties to observe the characteristics of the site including topography and drainage patterns depicted on the physical setting map (Appendix I).

The subject property was consistent with its intended use as a rail facility staging area. The property appeared exceptionally clean with a new gravel pavement over much of the property. There was a construction trailer and several pieces of earth moving equipment and an above ground diesel tank on site.

The property is bordered by a single railway with Town Branch bisecting the property—flowing north under Alexandria Drive. The stream appeared ecologically healthy with no observed dumping, staining or petroleum sheen.

No significant petroleum staining was observed on the property. Other than the small, above ground diesel tank noted above, none of the items listed in Section 9.4.2 of ASTM E 1527-05, such as underground and aboveground fuel tanks, drums, lagoons, etc., were observed on site. We observed no indication that any of the subject property was ever used for disposing hazardous materials, hazardous wastes or petroleum products.

## **6. Findings / Opinions**

- 6.1. Sites listed in Section 4.2 were noted in the database report in Appendix II and were reviewed by Environmental Assessments LLC during a 2011 Phase I Environmental Site Assessment on the adjacent agricultural property. File copies are not available herein; however, the file reviews from the 2011 report are summarized in Section 4.2. None of the sites are considered a recognized environmental condition associated with the subject property.

*No further investigation is warranted.*

## **7. Conclusions**

A Phase I Environmental Site Assessment of the property known as: a 0.85-acre portion out of 400 Alexandria Drive, Lexington, Kentucky, has been performed. This assessment has revealed no evidence of recognized environmental conditions in connection with the property as described in ASTM E 1527-05 (*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*):

## 8. Deviations

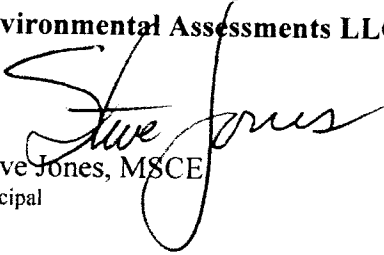
### 8.1. Data Gaps

There are no data gaps in this report

#### Certification

I declare that, to the best of my professional knowledge and belief, I meet the definition of *Environmental professional* as defined in §312.10 of 40 CFR 312” and I have the specific qualifications based on education, training, and experience to assess a *property* of the nature, history, and setting of the subject *property*. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

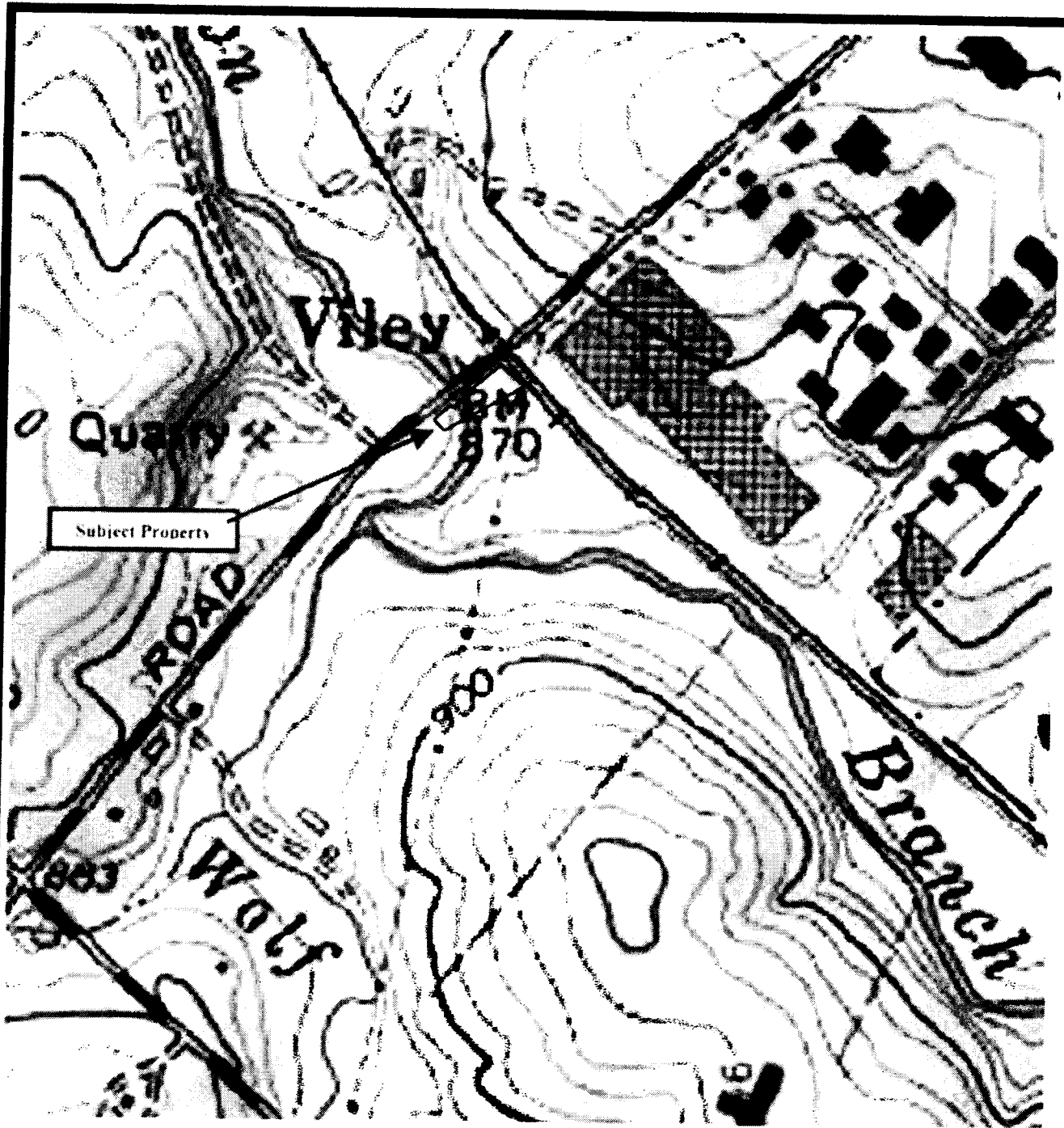
**Environmental Assessments LLC**

  
Steve Jones, MSCE  
Principal

## **Appendix I**

**Physical Setting Map**

**Aerial Photographs**



Source: (USGS) Lexington West,  
KY Quad—1993  
10' Contours

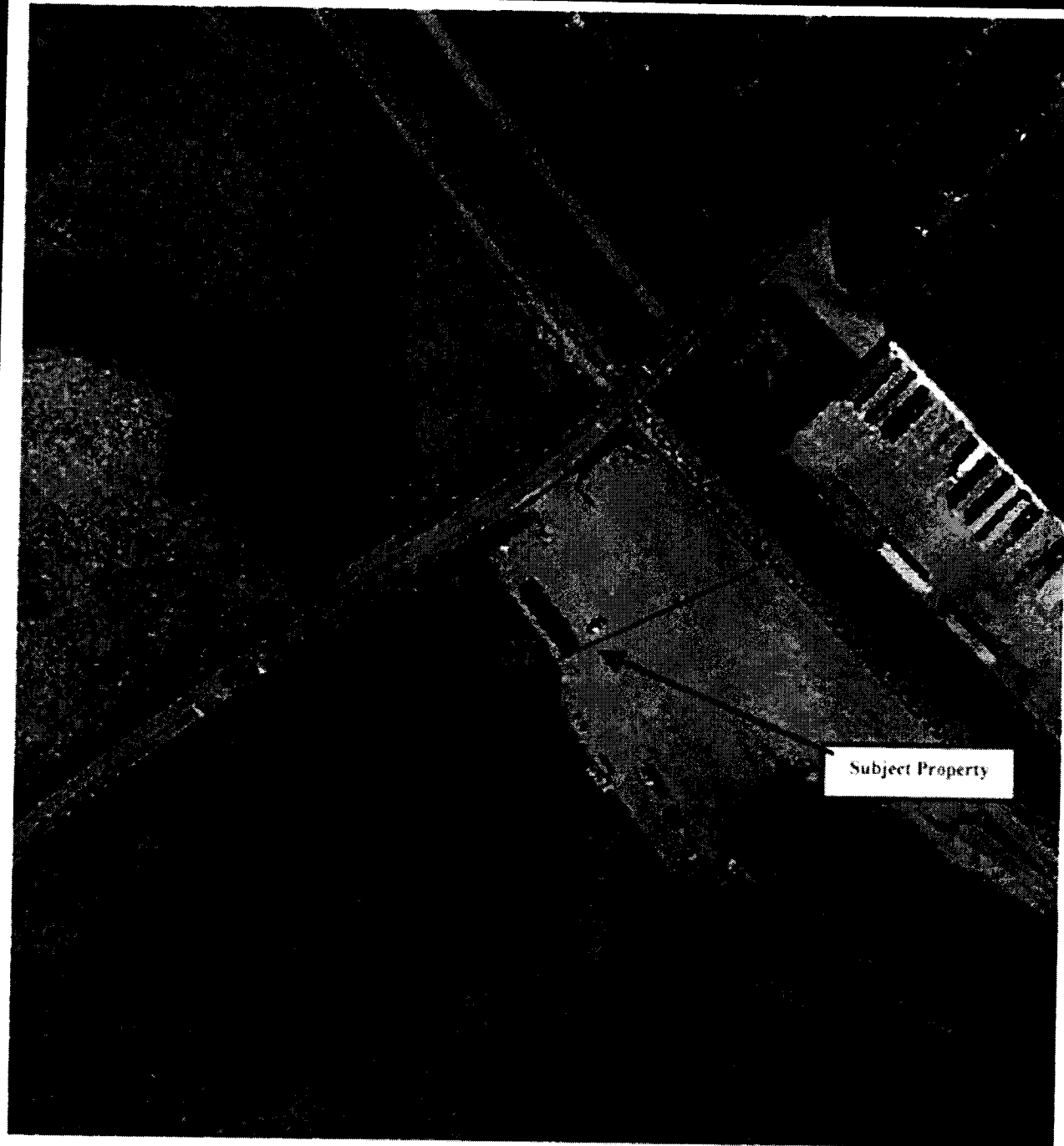
*Environmental Assessments*



Lexington, Kentucky

### Physical Setting Map

0.85-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky



Source: Fayette-pva.com

*Environmental Assessments*

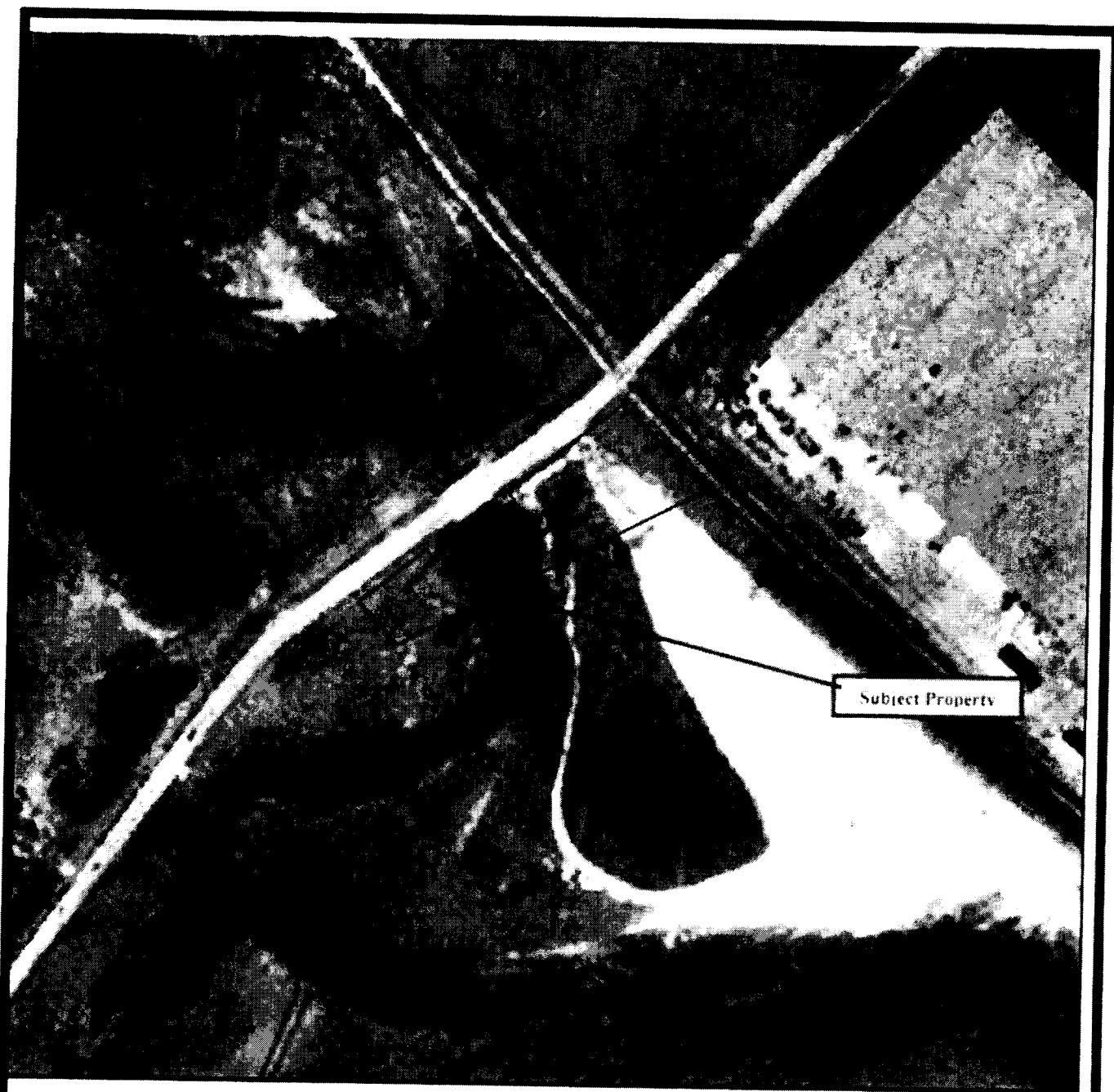


Lexington, Kentucky

**2011 Aerial Photograph**

0.85-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky





Source: msrmaps.com

*Environmental Assessments*



Lexington, Kentucky

**1997 Aerial Photograph**

0.85-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky



Source: University of Kentucky

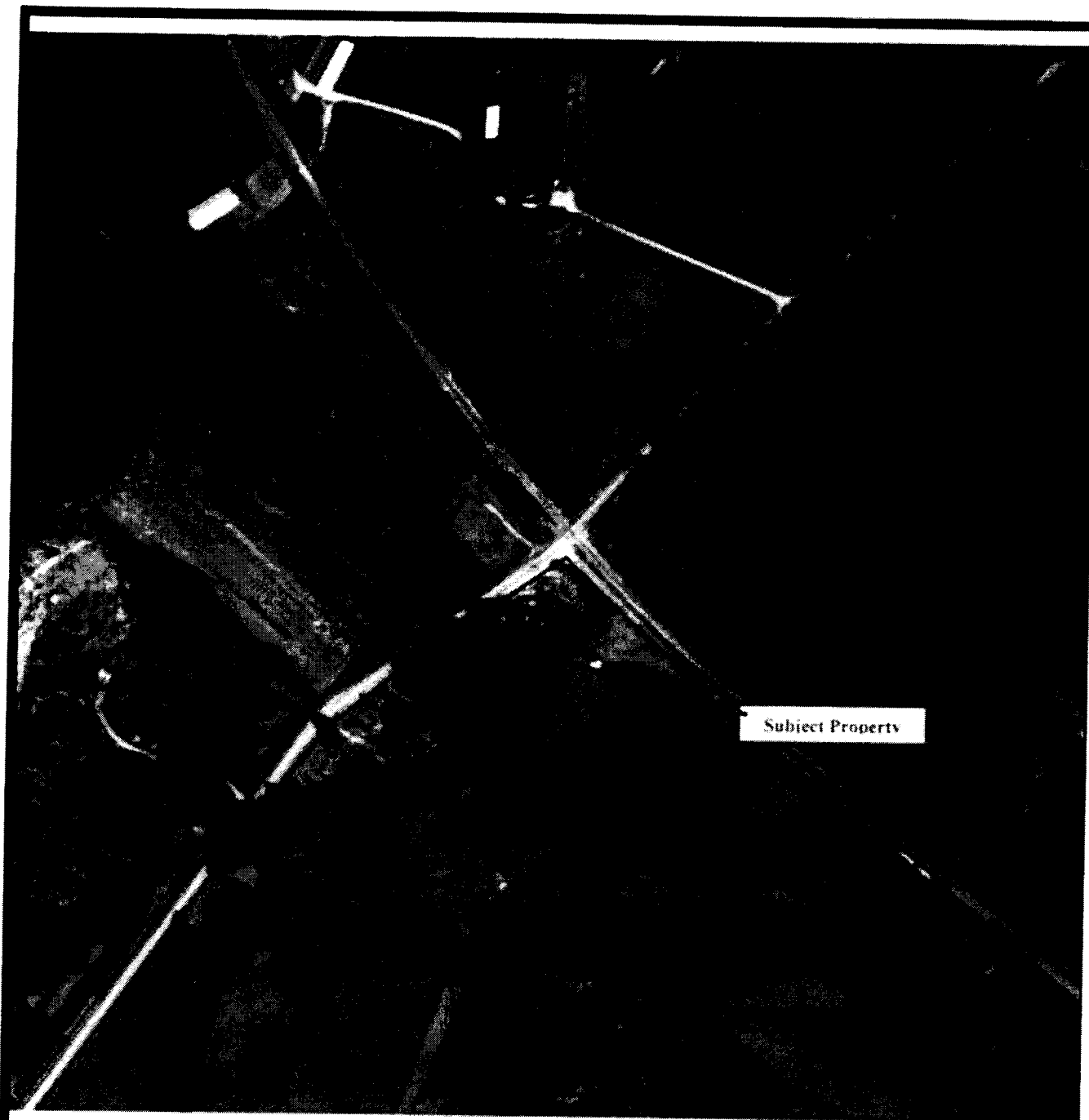
*Environmental Assessments*



Lexington, Kentucky

**1982 Aerial Photograph**

0.85-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky



Source: University of Kentucky

*Environmental Assessments*



Lexington, Kentucky

**1966 Aerial Photograph**

0.85-Acre Parcel  
Out of: 400 Alexandria Dr.  
Lexington, Kentucky

## **Appendix II**

### **State and Federal Database Reports**

**Louisville Nashville Railway Parcel 2 0.85 Acres**  
400 ALEXANDRIA DR  
Lexington, KY 40510

Inquiry Number: 3731493.2s  
September 18, 2013

## FirstSearch Report



440 Wheelers Farms Road  
Milford, CT 06461  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

FORM-NULL-GIL

## Search Summary Report

**TARGET SITE**      **400 ALEXANDRIA DR**  
**LEXINGTON, KY 40510**

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	0	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	1	1
<i>NFRAP</i>	Y	0	0	0	0	-	0	0
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	1	1
<i>RCRA GEN</i>	Y	0	0	0	-	-	0	0
<i>Federal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>ERNS</i>	Y	0	-	-	-	-	1	1
<i>State/Tribal CERCLIS</i>	Y	0	0	0	0	3	6	9
<i>State/Tribal SWL</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal LTANKS</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal Tanks</i>	Y	0	0	0	-	-	0	0
<i>ST/Tribal Brownfields</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other Haz Sites</i>	Y	0	-	-	-	-	0	0
<i>Spills</i>	Y	0	-	-	-	-	0	0
<i>Other</i>	Y	0	-	-	-	-	4	4
- Totals --		0	0	0	0	3	13	16

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## Search Summary Report

TARGET SITE: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<b>NPL</b>	NPL	04/26/2013	1.000	0	0	0	0	0	0	0
	Proposed NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>NPL Delisted</b>	Delisted NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>CERCLIS</b>	CERCLIS	04/26/2013	0.500	0	0	0	0	-	1	1
<b>NFRAP</b>	CERC-NFRAP	04/26/2013	0.500	0	0	0	0	-	0	0
<b>RCRA COR ACT</b>	CORRACTS	07/11/2013	1.000	0	0	0	0	0	0	0
<b>RCRA TSD</b>	RCRA-TSDF	07/11/2013	0.500	0	0	0	0	-	1	1
<b>RCRA GEN</b>	RCRA-LQG	07/11/2013	0.250	0	0	0	-	-	0	0
	RCRA-SQG	07/11/2013	0.250	0	0	0	-	-	0	0
	RCRA-CESQG	07/11/2013	0.250	0	0	0	-	-	0	0
<b>Federal IC / EC</b>	US ENG CONTROLS	03/14/2013	0.500	0	0	0	0	-	0	0
	US INST CONTROL	03/14/2013	0.500	0	0	0	0	-	0	0
<b>ERNS</b>	ERNS	12/31/2012	TP	0	-	-	-	-	1	1
<b>State/Tribal CERCLIS</b>	SHWS	06/27/2013	1.000	0	0	0	0	3	6	9
<b>State/Tribal SWL</b>	SWF/LF	07/22/2013	0.500	0	0	0	0	-	0	0
<b>State/Tribal LTANKS</b>	SB193	09/05/2006	0.500	0	0	0	0	-	0	0
	INDIAN LUST	09/28/2012	0.500	0	0	0	0	-	0	0
<b>State/Tribal Tanks</b>	UST	05/14/2013	0.250	0	0	0	-	-	0	0
	INDIAN UST	09/28/2012	0.250	0	0	0	-	-	0	0
<b>ST/Tribal Brownfields</b>	BROWNFIELDS	08/05/2013	0.500	0	0	0	0	-	0	0
<b>US Brownfields</b>	US BROWNFIELDS	06/24/2013	0.500	0	0	0	0	-	0	0
<b>Other Haz Sites</b>	US CDL	03/04/2013	TP	0	-	-	-	-	0	0
<b>Spills</b>	HMIRS	12/31/2012	TP	0	-	-	-	-	0	0

## Search Summary Report

**TARGET SITE: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>Other</i>	RCRA NonGen / NLR	07/11/2013	TP	0	-	-	-	-	1	1
	TRIS	12/31/2011	TP	0	-	-	-	-	0	0
	TSCA	12/31/2006	TP	0	-	-	-	-	0	0
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0
	SSTS	12/31/2009	TP	0	-	-	-	-	0	0
	ICIS	07/20/2011	TP	0	-	-	-	-	0	0
	PADS	11/01/2012	TP	0	-	-	-	-	1	1
	MLTS	03/14/2013	TP	0	-	-	-	-	0	0
	RADINFO	04/09/2013	TP	0	-	-	-	-	0	0
	FINDS	03/08/2013	TP	0	-	-	-	-	2	2
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0
	INDIAN RESERV	12/31/2005	1.000	0	0	0	0	0	0	0
	PRP	04/15/2013	TP	0	-	-	-	-	0	0
	US AIRS	01/23/2013	TP	0	-	-	-	-	0	0
	- Totals --			0	0	0	0	3	13	16



## Site Information Report

**Request Date:** SEPTEMBER 18, 2013  
**Request Name:** STEVE JONES

**Search Type:** COORD  
**Job Number:** NA

**Target Site:** 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

### Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	84.552500	84.5525000 - 84° 33' 9.00"	Easting: 714686.4
Latitude:	38.074900	38.0749000 - 38° 4' 29.64"	Northing: 4216748.5
Elevation:	859 ft. above sea level		Zone: Zone 16

### Demographics

**Sites:** 3      **Non-Geocoded:** 13      **Population:** N/A

#### RADON

Federal EPA Radon Zone for FAYETTE County: 1

Note: Zone 1 indoor average level > 4 pCi/L.  
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.  
: Zone 3 indoor average level < 2 pCi/L.

---

Federal Area Radon Information for FAYETTE COUNTY, KY

Number of sites tested: 26

<u>Area</u>	<u>Average Activity</u>	<u>% &lt;4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% &gt;20 pCi/L</u>
Living Area - 1st Floor	4.946 pCi/L	58%	42%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	7.176 pCi/L	48%	48%	4%

## Site Information Report

### RADON

State Database: KY Radon

#### Radon Test Results

Zip	Test Date	Test Result
40510	2/22/2002	68.20
40510	2/22/2002	41.60
40510	2/22/2002	68.20
40510	2/22/2002	41.60
40510	5/10/2002	32.40
40510	5/24/2002	11.50
40510	5/26/2002	24.60
40510	3/15/2002	59.80
40510	3/15/2002	19.70
40510	5/28/2002	5.20
40510	5/31/2002	10.10
40510	5/31/2002	10.40
40510	6/22/2002	7.80
40510	6/22/2002	1.50
40510	6/22/2002	1.90
40510	6/26/2002	6.20
40510	7/21/2002	4.00
40510	7/31/2002	9.30
40510	7/31/2002	8.40
40510	7/31/2002	12.30
40510	12/9/2002	34.30
40510	12/9/2002	28.40
40510	12/9/2002	46.90
40510	8/23/2002	25.50
40510	10/30/2002	6.40
40510	1/22/2003	0.50
40510	1/31/2003	0.00
40510	2/10/2003	0.50
40510	3/14/2003	4.20
40510	4/10/2003	3.60
40510	4/21/2003	0.50
40510	4/21/2003	0.50
40510	12/9/2003	1.00
40510	9/17/2004	2.80
40510	2/14/2005	30.70
40510	5/24/2006	5.30

# Target Site Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type -ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
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No sites found for target address

## Sites Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
1	SHWS --53237 --Closed	LEXINGTON CENTER EXPANSION	2185 OLD FRANKFORT PIKE LEXINGTON, KY 40510	0.71 South	+ 46	1
2	SHWS --1064 --Closed	FAYETTE CO STATE MAINTENANCE G	2151 FRANKFORT CT LEXINGTON, KY 40511	0.76 SSE	+ 47	2
3	SHWS --47473 --Closed	BLUE GRASS COCA-COLA BOTTLING	2275 LEESTOWN PIKE LEXINGTON, KY	0.78 ENE	+ 91	3

## Sites Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
	FINDS	NJ HWY AUTH - WILDWOOD N RAMP	GSP N RAMP INTERCHANGE 4 CAPE MAY, NJ	NON GC	N/A	N/A
	SHWS --4958 --Closed	UNIVERSITY OF KY - COLDSTREAM	UK COLDSTREAM FARM, IRONWO LEXINGTON, KY 40511	NON GC	N/A	N/A
	FINDS	US FEDERAL CORRECTIONAL INSTIT	FCI/LEX. LEXINGTON, KY 40511	NON GC	N/A	N/A
	CERCLIS --KY0000102475	US FEDERAL CORRECTIONAL INSTIT	FCI/LEX. LEXINGTON, KY 40511	NON GC	N/A	N/A
	SHWS --1068 --Closed	HALEY PIKE LANDFILL CLOSURE PH	3849 HEDGER LN LEXINGTON, KY 40519	NON GC	N/A	N/A
	SHWS --118883 --Closed	KNIGHTS INN PROPERTY	KNIGHTS INN LEXINGTON, KY 40511	NON GC	N/A	N/A
	PADS	LEXINGTON-BLUE GRASS ARMY DEP	LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	RCRA NonGen / NLR --KY0210020509	LEXINGTON-BLUE GRASS ARMY DEP	LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	RCRA-TSDF --KY0210020509	LEXINGTON-BLUE GRASS ARMY DEP	LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	SHWS --53243 --Closed	T N T HOLLAND MOTOR EXPRESS	MERCER ROAD LEXINGTON, KY 40511	NON GC	N/A	N/A
	ERNS		MILE POST:85 LEXINGTON, KY	NON GC	N/A	N/A
	SHWS --70348 --Closed	FORMER PM CAR WASH 2601	NEW CIRCLE RD NE LEXINGTON, KY	NON GC	N/A	N/A
	SHWS --4958 --Closed	UNIVERSITY OF KY - COLDSTREAM	UK SPINDLETOP FARM, IRONW LEXINGTON, KY 40511	NON GC	N/A	N/A

## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

**EDR ID:** S106884684      **DIST/DIR:** 0.708 South      **ELEVATION:** 905      **MAP ID:** 1

**NAME:** LEXINGTON CENTER EXPANSION

**Rev:** 06/27/2013

**ADDRESS:** 2185 OLD FRANKFORT PIKE  
LEXINGTON, KY 40510  
FAYETTE

ID/Status: 53237  
ID/Status: Closed

**SOURCE:** KY Department of Environmental Protection

#### SHWS:

Facility Id: 53237

Status: Closed

Description: LEXINGTON CENTER EXPANSION (Closed: No Action Necessary)

Closure Date: 04/05/1996

Longitude: -84.5500

Latitude: 38.064624

Subject Item County: Fayette

Sub Item Longitude: 37.98861

Subject Item Address: 2185 Old Frankfort Pike

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40510

Regulatory Desc: State Superfund

Closure Option: Option A No Action Necessary

Side SG: 20669

## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

EDR ID: U003990095      DIST/DIR: 0.756 SSE      ELEVATION: 906      MAP ID: 2

NAME: FAYETTE CO STATE MAINTENANCE GARAGE

Rev: 06/27/2013

ADDRESS: 2151 FRANKFORT CT  
LEXINGTON, KY 40511  
FAYETTE

ID/Status: 1064  
ID/Status: Closed

SOURCE: KY Department of Environmental Protection

#### SHWS:

Facility Id: 1064

Status: Closed

Description: Closed Option C Restored 11/3/10.

Closure Date: 11/03/2010

Longitude: -84.5482

Latitude: 38.064708

Subject Item County: Fayette

Sub Item Longitude: 38.06467

Subject Item Address: 2151 Frankfort Ct

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40511

Regulatory Desc: State Superfund

Closure Option: Option C Restored

Side SG: KYTC

## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

EDR ID: 1001485228      DIST/DIR: 0.780 ENE      ELEVATION: 950      MAP ID: 3

NAME: BLUE GRASS COCA-COLA BOTTLING

Rev: 06/27/2013

ADDRESS: 2275 LEESTOWN PIKE  
LEXINGTON, KY  
FAYETTE

ID/Status: 47473  
ID/Status: Closed

SOURCE: KY Department of Environmental Protection

#### SHWS:

Facility Id: 47473

Status: Closed

Description: COCA-COLA (Closed: Restored)

Closure Date: 07/03/1996

Longitude: -84.5250

Latitude: 38.080000

Subject Item County: Fayette

Sub Item Longitude: 37.98861

Subject Item Address: 2275 Leestown Pike

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40503

Regulatory Desc: Petroleum Cleanup

Closure Option: Option C Restored

Side SG: 38452



## Database Descriptions

**NPL:** NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites.

**NPL Delisted:** DELISTED NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. DELISTED NPL - National Priority List Deletions

**CERCLIS:** CERCLIS CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL. CERCLIS - Comprehensive Environmental Response, Compensation, and Liability Information System

**NFRAP:** CERCLIS-NFRAP Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site. CERCLIS-NFRAP - CERCLIS No Further Remedial Action Planned

**RCRA COR ACT:** CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

**RCRA TSD:** RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

**RCRA GEN:** RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generators.

**Federal IC / EC:** US ENG CONTROLS A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. US ENG CONTROLS - Engineering Controls Sites List US INST CONTROL - Sites with Institutional Controls.

**ERNS:** ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

## Database Descriptions

**State/Tribal CERCLIS:** SHWS State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state. SHWS - State Leads List

**State/Tribal SWL:** SWF/LF Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF - Solid Waste Facilities List

**State/Tribal LTANKS:** SB193 The inventory indicates facilities that have performed permanent closure activities at a regulated underground storage tank facility and have known soil and/or groundwater contamination. SB193 - SB193 Branch Site Inventory List INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land.

**State/Tribal Tanks:** UST Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program. UST - Underground Storage Tank Database INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land.

**ST/Tribal Brownfields:** BROWNFIELDS The Kentucky Brownfield Program has created an inventory of brownfield sites in order to market the properties to those interested in brownfield redevelopment. The Kentucky Brownfield Program is working to promote the redevelopment of these sites by helping to remove barriers that prevent reuse, providing useful information to communities, developers and the public and encouraging a climate that fosters redevelopment of contaminated sites. BROWNFIELDS - Kentucky Brownfield Inventory

**US Brownfields:** US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

**Other Haz Sites:** US CDL A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. US CDL - Clandestine Drug Labs

**Spills:** HMIRS Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System

## Database Descriptions

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators TRIS - Toxic Chemical Release Inventory System. TSCA - Toxic Substances Control Act. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). SSTS - Section 7 Tracking Systems. ICIS - Integrated Compliance Information System. PADS - PCB Activity Database System. MLTS - Material Licensing Tracking System. RADINFO - Radiation Information Database. FINDS - Facility Index System/Facility Registry System. RAATS - RCRA Administrative Action Tracking System. BRS - Biennial Reporting System. INDIAN RESERV - Indian Reservations. PRP - Potentially Responsible Parties. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). FEDLAND - Federal and Indian Lands. US AIRS MINOR - Air Facility System Data.

## Database Sources

NPL: EPA	Updated Quarterly
NPL Delisted: EPA	Updated Quarterly
CERCLIS: EPA	Updated Quarterly
NFRAP: EPA	Updated Quarterly
RCRA COR ACT: EPA	Updated Quarterly
RCRA TSD: Environmental Protection Agency	Updated Quarterly
RCRA GEN: Environmental Protection Agency	Updated Quarterly
Federal IC / EC: Environmental Protection Agency	Varies
ERNS: National Response Center, United States Coast Guard	Updated Annually
State/Tribal CERCLIS: Department of Environmental Protection	Updated Quarterly
State/Tribal SWL: Department of Environmental Protection	Updated Semi-Annually
State/Tribal LTANKS: Department of Environmental Protection	No Update Planned
State/Tribal Tanks: Department of Environmental Protection	Updated Quarterly

## Database Sources

ST/Tribal Brownfields: Division of Compliance Assistance

Varies

US Brownfields: Environmental Protection Agency

Updated Semi-Annually

Other Haz Sites: Drug Enforcement Administration

Updated Quarterly

Spills: U.S. Department of Transportation

Updated Annually

Other: Environmental Protection Agency

Varies

## Street Name Report for Streets near the Target Property

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

Street Name	Dist/Dir	Street Name	Dist/Dir
Alexandria Dr	0.00 --		
Coronado Rdg	0.12 NNE		
Rolling Rdg	0.20 North		
Saddlebred Ct	0.24 NNE		
Sprinters Trl	0.23 North		
Trade St	0.24 East		

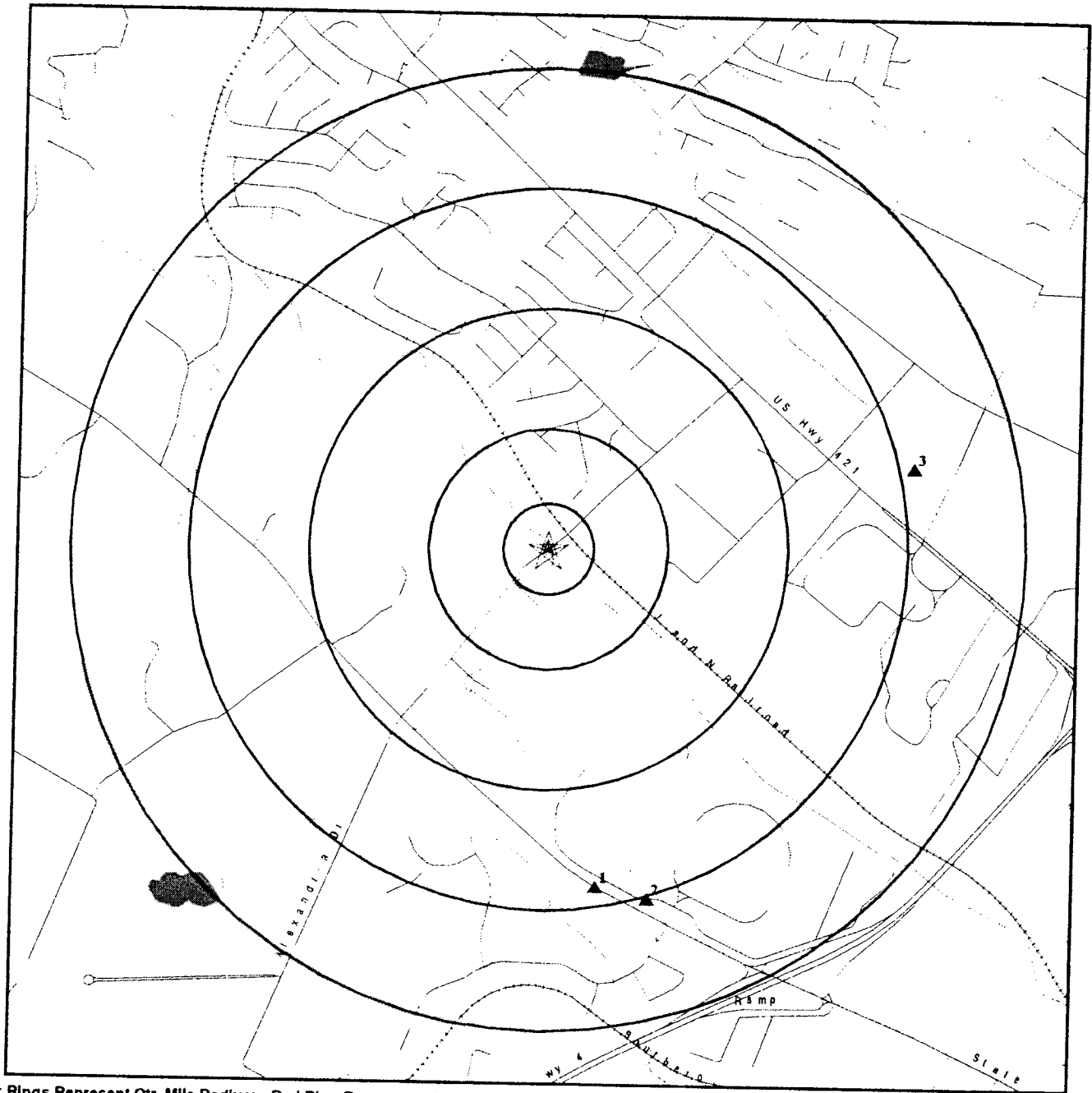
# Environmental FirstSearch

1.000 Mile Radius

ASTM MAP: NPL, RCRACOR, STATES Sites



400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

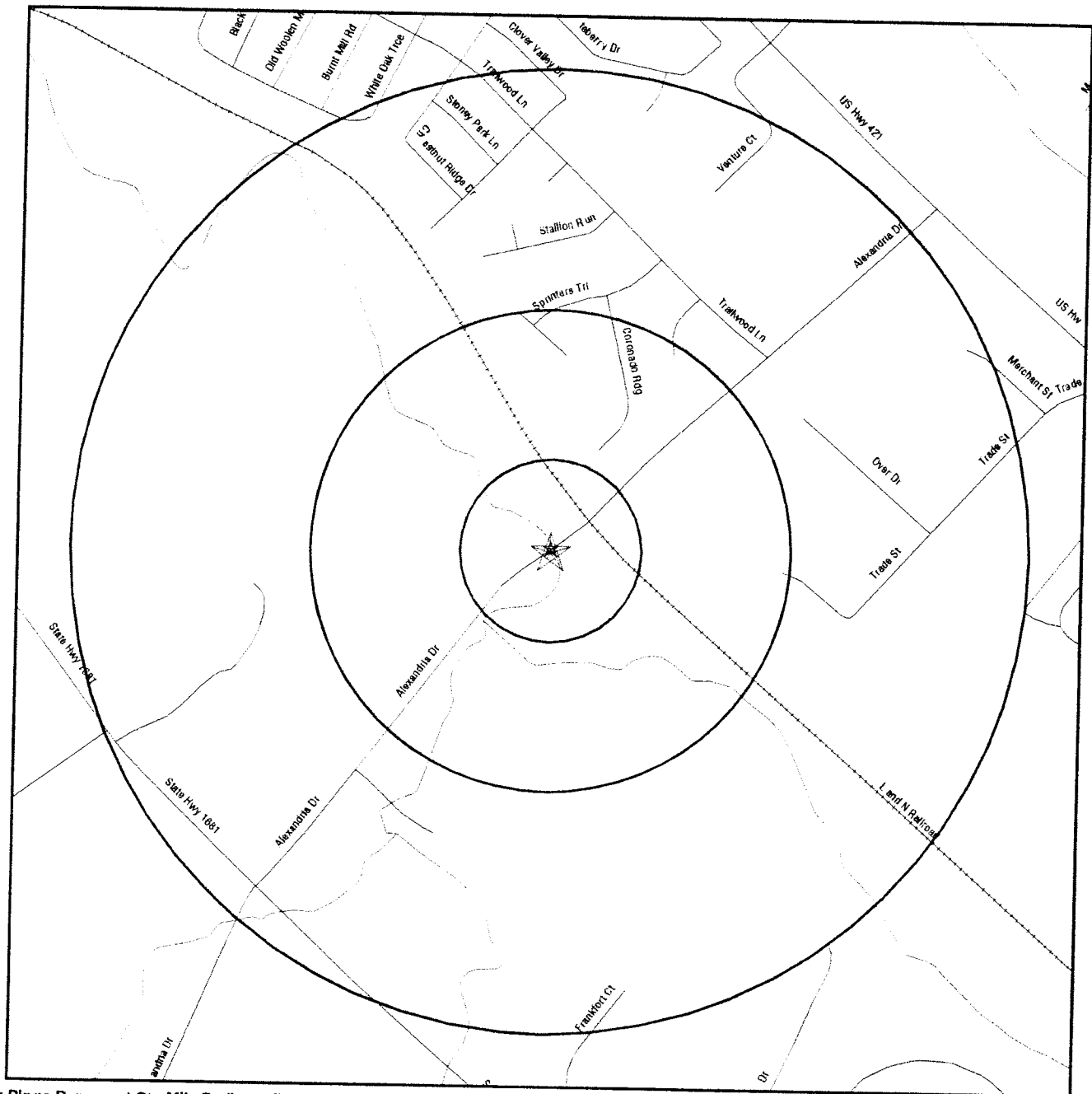
- ★ Target Property (Latitude: 38.0749 Longitude: 84.5525)
- ▲ Identified Sites
- National Priority List Sites
- ▨ Indian Reservations BIA

# Environmental FirstSearch

0.500 Mile Radius  
ASTM MAP: CERCLIS, RCRA TSD, LUST, SWL



400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 38.0749 Longitude: 84.5525)
- ▲ Identified Sites
- National Priority List Sites
- Indian Reservations BIA

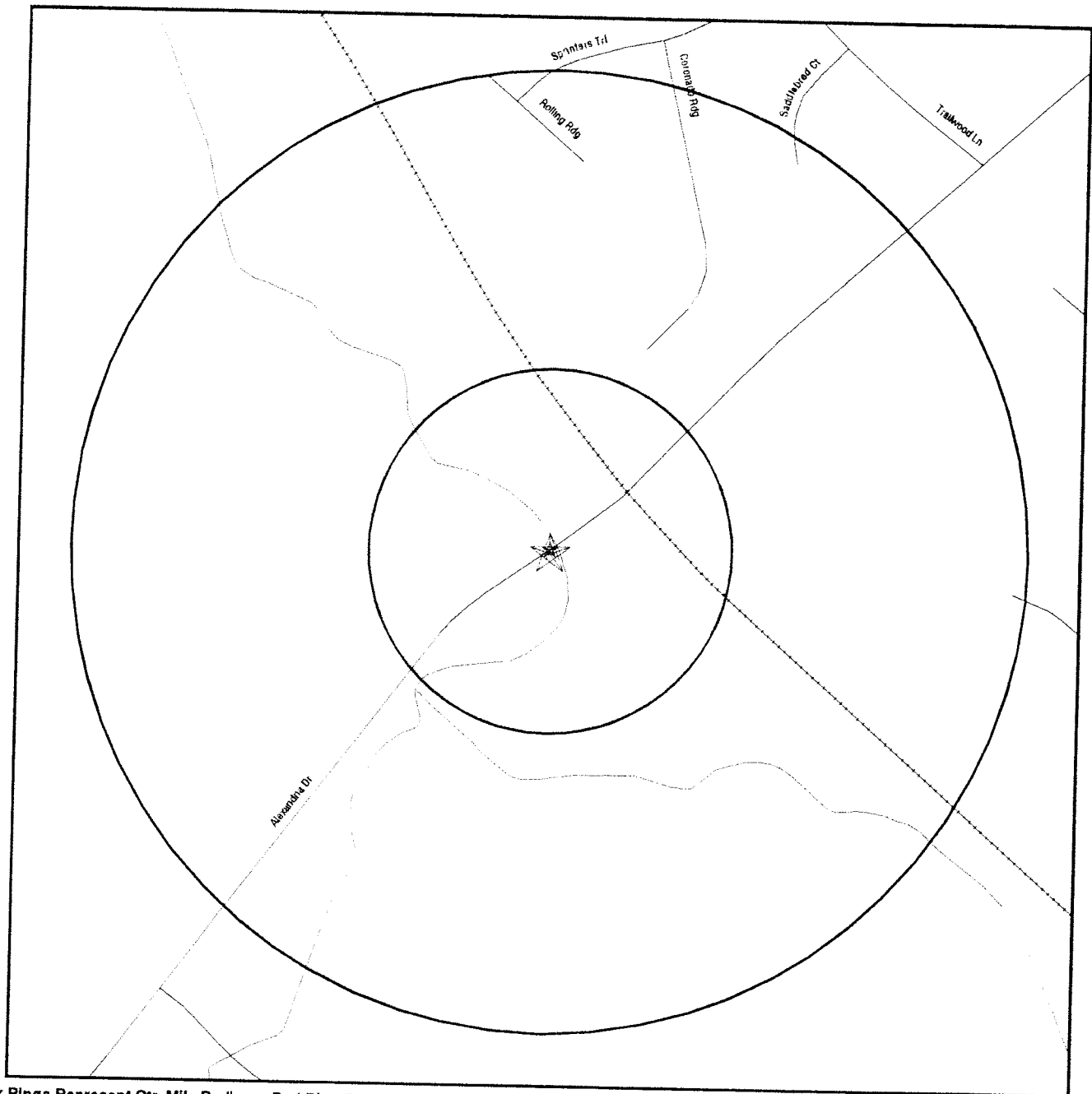


# Environmental FirstSearch

0.25 Mile Radius  
ASTM MAP: RC RAGEN, ERNS, UST, FED IC/EC, METH LABS



400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

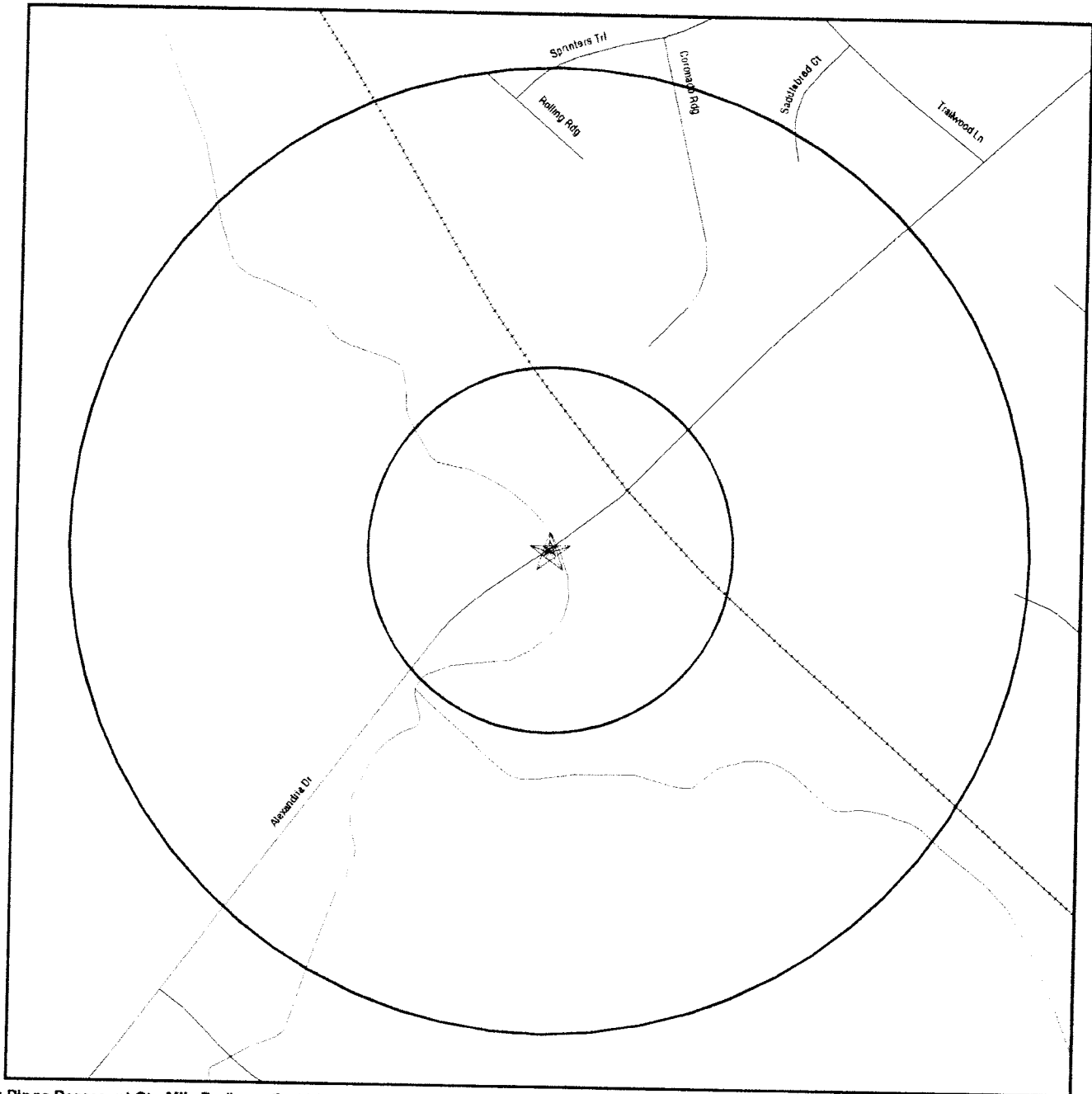
- ★ Target Property (Latitude: 38.0748 Longitude: 84.5525)
- ▲ Identified Sites
- National Priority List Sites
- ▨ Indian Reservations BIA

# Environmental FirstSearch

0.25 Mile Radius  
Non ASTM Map, Spills, FINDS



400 ALEXANDRIA DR LEXINGTON, KY 40510



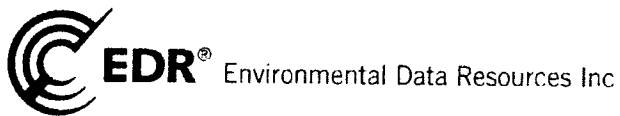
Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 38.0749 Longitude: 84.5525)
- ▲ Identified Sites
- Sensitive Receptors
- National Priority List Sites
- Indian Reservations BIA

**Louisville Nashville Railway Parcel 2 0.85 Acres**  
400 ALEXANDRIA DR  
Lexington, KY 40510

Inquiry Number: 3731493.2s  
September 18, 2013

## FirstSearch Report



440 Wheelers Farms Road  
Milford, CT 06461  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

FORM-NULL-GIL

## Search Summary Report

**TARGET SITE**      **400 ALEXANDRIA DR**  
**LEXINGTON, KY 40510**

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	0	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	1	1
<i>NFRAP</i>	Y	0	0	0	0	-	0	0
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	1	1
<i>RCRA GEN</i>	Y	0	0	0	-	-	0	0
<i>Federal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>ERNS</i>	Y	0	-	-	-	-	1	1
<i>State/Tribal CERCLIS</i>	Y	0	0	0	0	3	6	9
<i>State/Tribal SWL</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal LTANKS</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal Tanks</i>	Y	0	0	0	-	-	0	0
<i>ST/Tribal Brownfields</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other Haz Sites</i>	Y	0	-	-	-	-	0	0
<i>Spills</i>	Y	0	-	-	-	-	0	0
<i>Other</i>	Y	0	-	-	-	-	4	4
- Totals --		0	0	0	0	3	13	16

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## Search Summary Report

**TARGET SITE: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<b>NPL</b>	NPL	04/26/2013	1.000	0	0	0	0	0	0	0
	Proposed NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>NPL Delisted</b>	Delisted NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>CERCLIS</b>	CERCLIS	04/26/2013	0.500	0	0	0	0	-	1	1
<b>NFRAP</b>	CERC-NFRAP	04/26/2013	0.500	0	0	0	0	-	0	0
<b>RCRA COR ACT</b>	CORRACTS	07/11/2013	1.000	0	0	0	0	0	0	0
<b>RCRA TSD</b>	RCRA-TSDF	07/11/2013	0.500	0	0	0	0	-	1	1
<b>RCRA GEN</b>	RCRA-LQG	07/11/2013	0.250	0	0	0	-	-	0	0
	RCRA-SQG	07/11/2013	0.250	0	0	0	-	-	0	0
	RCRA-CESQG	07/11/2013	0.250	0	0	0	-	-	0	0
<b>Federal IC / EC</b>	US ENG CONTROLS	03/14/2013	0.500	0	0	0	0	-	0	0
	US INST CONTROL	03/14/2013	0.500	0	0	0	0	-	0	0
<b>ERNS</b>	ERNS	12/31/2012	TP	0	-	-	-	-	1	1
<b>State/Tribal CERCLIS</b>	SHWS	06/27/2013	1.000	0	0	0	0	3	6	9
<b>State/Tribal SWL</b>	SWF/LF	07/22/2013	0.500	0	0	0	0	-	0	0
<b>State/Tribal LTANKS</b>	SB193	09/05/2006	0.500	0	0	0	0	-	0	0
	INDIAN LUST	09/28/2012	0.500	0	0	0	0	-	0	0
<b>State/Tribal Tanks</b>	UST	05/14/2013	0.250	0	0	0	-	-	0	0
	INDIAN UST	09/28/2012	0.250	0	0	0	-	-	0	0
<b>ST/Tribal Brownfields</b>	BROWNFIELDS	08/05/2013	0.500	0	0	0	0	-	0	0
<b>US Brownfields</b>	US BROWNFIELDS	06/24/2013	0.500	0	0	0	0	-	0	0
<b>Other Haz Sites</b>	US CDL	03/04/2013	TP	0	-	-	-	-	0	0
<b>Spills</b>	HMIRS	12/31/2012	TP	0	-	-	-	-	0	0

## Search Summary Report

**TARGET SITE:** 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<b>Other</b>	RCRA NonGen / NLR	07/11/2013	TP	0	-	-	-	-	1	1
	TRIS	12/31/2011	TP	0	-	-	-	-	0	0
	TSCA	12/31/2006	TP	0	-	-	-	-	0	0
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0
	SSTS	12/31/2009	TP	0	-	-	-	-	0	0
	ICIS	07/20/2011	TP	0	-	-	-	-	0	0
	PADS	11/01/2012	TP	0	-	-	-	-	1	1
	MLTS	03/14/2013	TP	0	-	-	-	-	0	0
	RADINFO	04/09/2013	TP	0	-	-	-	-	0	0
	FINDS	03/08/2013	TP	0	-	-	-	-	2	2
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0
	INDIAN RESERV	12/31/2005	1.000	0	0	0	0	0	0	0
	PRP	04/15/2013	TP	0	-	-	-	-	0	0
	US AIRS	01/23/2013	TP	0	-	-	-	-	0	0
- Totals --				0	0	0	0	3	13	16

## Site Information Report

**Request Date:** SEPTEMBER 18, 2013  
**Request Name:** STEVE JONES

**Search Type:** COORD  
**Job Number:** NA

**Target Site:** 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

### Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	84.552500	84.5525000 - 84° 33' 9.00"	Easting: 714686.4
Latitude:	38.074900	38.0749000 - 38° 4' 29.64"	Northing: 4216748.5
Elevation:	859 ft. above sea level		Zone: Zone 16

### Demographics

**Sites:** 3      **Non-Geocoded:** 13      **Population:** N/A

#### RADON

Federal EPA Radon Zone for FAYETTE County: 1

Note: Zone 1 indoor average level > 4 pCi/L.  
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.  
: Zone 3 indoor average level < 2 pCi/L.

---

Federal Area Radon Information for FAYETTE COUNTY, KY

Number of sites tested: 26

<u>Area</u>	<u>Average Activity</u>	<u>% &lt;4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% &gt;20 pCi/L</u>
Living Area - 1st Floor	4.946 pCi/L	58%	42%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	7.176 pCi/L	48%	48%	4%

## Site Information Report

### RADON

State Database: KY Radon

#### Radon Test Results

Zip	Test Date	Test Result
40510	2/22/2002	68.20
40510	2/22/2002	41.60
40510	2/22/2002	68.20
40510	2/22/2002	41.60
40510	5/10/2002	32.40
40510	5/24/2002	11.50
40510	5/26/2002	24.60
40510	3/15/2002	59.80
40510	3/15/2002	19.70
40510	5/28/2002	5.20
40510	5/31/2002	10.10
40510	5/31/2002	10.40
40510	6/22/2002	7.80
40510	6/22/2002	1.50
40510	6/22/2002	1.90
40510	6/26/2002	6.20
40510	7/21/2002	4.00
40510	7/31/2002	9.30
40510	7/31/2002	8.40
40510	7/31/2002	12.30
40510	12/9/2002	34.30
40510	12/9/2002	28.40
40510	12/9/2002	46.90
40510	8/23/2002	25.50
40510	10/30/2002	6.40
40510	1/22/2003	0.50
40510	1/31/2003	0.00
40510	2/10/2003	0.50
40510	3/14/2003	4.20
40510	4/10/2003	3.60
40510	4/21/2003	0.50
40510	4/21/2003	0.50
40510	12/9/2003	1.00
40510	9/17/2004	2.80
40510	2/14/2005	30.70
40510	5/24/2006	5.30



## Target Site Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
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No sites found for target address

## Sites Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
1	SHWS --53237 --Closed	LEXINGTON CENTER EXPANSION	2185 OLD FRANKFORT PIKE LEXINGTON, KY 40510	0.71 South	+ 46	1
2	SHWS --1064 --Closed	FAYETTE CO STATE MAINTENANCE G	2151 FRANKFORT CT LEXINGTON, KY 40511	0.76 SSE	+ 47	2
3	SHWS --47473 --Closed	BLUE GRASS COCA-COLA BOTTLING	2275 LEESTOWN PIKE LEXINGTON, KY	0.78 ENE	+ 91	3

## Sites Summary Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

TOTAL: 16

GEOCODED: 3

NON GEOCODED: 13

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page No.
	FINDS	NJ HWY AUTH - WILDWOOD N RAMP	GSP N RAMP INTERCHANGE 4 CAPE MAY, NJ	NON GC	N/A	N/A
	SHWS --4958 --Closed	UNIVERSITY OF KY - COLDSTREAM	UK COLDSTREAM FARM, IRONWO LEXINGTON, KY 40511	NON GC	N/A	N/A
	FINDS	US FEDERAL CORRECTIONAL INSTIT	FCI/LEX. LEXINGTON, KY 40511	NON GC	N/A	N/A
	CERCLIS --KY0000102475	US FEDERAL CORRECTIONAL INSTIT	FCI/LEX. LEXINGTON, KY 40511	NON GC	N/A	N/A
	SHWS --1068 --Closed	HALEY PIKE LANDFILL CLOSURE PH	3849 HEDGER LN LEXINGTON, KY 40519	NON GC	N/A	N/A
	SHWS --118883 --Closed	KNIGHTS INN PROPERTY	KNIGHTS INN LEXINGTON, KY 40511	NON GC	N/A	N/A
	PADS	LEXINGTON-BLUE GRASS ARMY DEP	LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	RCRA NonGen / NLR --KY0210020509	LEXINGTON-BLUE GRASS ARMY DEP	LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	RCRA-TSDF --KY0210020509	LEXINGTON-BLUE GRASS ARMY DEP	LEX-BLUE ARMY DEPOT LEX A LEXINGTON, KY 40511	NON GC	N/A	N/A
	SHWS --53243 --Closed	T N T HOLLAND MOTOR EXPRESS	MERCER ROAD LEXINGTON, KY 40511	NON GC	N/A	N/A
	ERNS		MILE POST:85 LEXINGTON, KY	NON GC	N/A	N/A
	SHWS --70348 --Closed	FORMER PM CAR WASH 2601	NEW CIRCLE RD NE LEXINGTON, KY	NON GC	N/A	N/A
	SHWS --4958 --Closed	UNIVERSITY OF KY - COLDSTREAM	UK SPINDLETOP FARM, IRONW LEXINGTON, KY 40511	NON GC	N/A	N/A

## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

**EDR ID:** S106884684      **DIST/DIR:** 0.708 South      **ELEVATION:** 905      **MAP ID:** 1

**NAME:** LEXINGTON CENTER EXPANSION

**Rev:** 06/27/2013

**ADDRESS:** 2185 OLD FRANKFORT PIKE  
LEXINGTON, KY 40510  
FAYETTE

ID/Status: 53237  
ID/Status: Closed

**SOURCE:** KY Department of Environmental Protection

#### SHWS:

Facility Id: 53237

Status: Closed

Description: LEXINGTON CENTER EXPANSION (Closed: No Action Necessary)

Closure Date: 04/05/1996

Longitude: -84.5500

Latitude: 38.064624

Subject Item County: Fayette

Sub Item Longitude: 37.98861

Subject Item Address: 2185 Old Frankfort Pike

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40510

Regulatory Desc: State Superfund

Closure Option: Option A No Action Necessary

Side SG: 20669

## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

EDR ID: U003990095      DIST/DIR: 0.756 SSE      ELEVATION: 906      MAP ID: 2

NAME: FAYETTE CO STATE MAINTENANCE GARAGE

Rev: 06/27/2013

ADDRESS: 2151 FRANKFORT CT  
LEXINGTON, KY 40511  
FAYETTE

ID/Status: 1064  
ID/Status: Closed

SOURCE: KY Department of Environmental Protection

#### SHWS:

Facility Id: 1064

Status: Closed

Description: Closed Option C Restored 11/3/10.

Closure Date: 11/03/2010

Longitude: -84.5482

Latitude: 38.064708

Subject Item County: Fayette

Sub Item Longitude: 38.06467

Subject Item Address: 2151 Frankfort Ct

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40511

Regulatory Desc: State Superfund

Closure Option: Option C Restored

Side SG: KYTC

## Site Detail Report

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

JOB: NA

### SHWS

EDR ID: 1001485228      DIST/DIR: 0.780 ENE      ELEVATION: 950      MAP ID: 3

NAME: BLUE GRASS COCA-COLA BOTTLING

Rev: 06/27/2013

ADDRESS: 2275 LEESTOWN PIKE

ID/Status: 47473

LEXINGTON, KY

ID/Status: Closed

FAYETTE

SOURCE: KY Department of Environmental Protection

#### SHWS:

Facility Id: 47473

Status: Closed

Description: COCA-COLA (Closed: Restored)

Closure Date: 07/03/1996

Longitude: -84.5250

Latitude: 38.080000

Subject Item County: Fayette

Sub Item Longitude: 37.98861

Subject Item Address: 2275 Leestown Pike

Subject Item Address2: Not reported

Subject Item City,St,Zip: Lexington, KY 40503

Regulatory Desc: Petroleum Cleanup

Closure Option: Option C Restored

Side SG: 38452

## Database Descriptions

**NPL:** NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites.

**NPL Delisted:** DELISTED NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. DELISTED NPL - National Priority List Deletions

**CERCLIS:** CERCLIS CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL. CERCLIS - Comprehensive Environmental Response, Compensation, and Liability Information System

**NFRAP:** CERCLIS-NFRAP Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site. CERCLIS-NFRAP - CERCLIS No Further Remedial Action Planned

**RCRA COR ACT:** CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

**RCRA TSD:** RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

**RCRA GEN:** RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generators.

**Federal IC / EC:** US ENG CONTROLS A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. US ENG CONTROLS - Engineering Controls Sites List US INST CONTROL - Sites with Institutional Controls.

**ERNS:** ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

## Database Descriptions

State/Tribal CERCLIS: SHWS State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state. SHWS - State Leads List

State/Tribal SWL: SWF/LF Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF - Solid Waste Facilities List

State/Tribal LTANKS: SB193 The inventory indicates facilities that have performed permanent closure activities at a regulated underground storage tank facility and have known soil and/or groundwater contamination. SB193 - SB193 Branch Site Inventory List INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land.

State/Tribal Tanks: UST Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program. UST - Underground Storage Tank Database INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land.

ST/Tribal Brownfields: BROWNFIELDS The Kentucky Brownfield Program has created an inventory of brownfield sites in order to market the properties to those interested in brownfield redevelopment. The Kentucky Brownfield Program is working to promote the redevelopment of these sites by helping to remove barriers that prevent reuse, providing useful information to communities, developers and the public and encouraging a climate that fosters redevelopment of contaminated sites. BROWNFIELDS - Kentucky Brownfield Inventory

US Brownfields: US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

Other Haz Sites: US CDL A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. US CDL - Clandestine Drug Labs

Spills: HMIRS Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System



## Database Descriptions

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators TRIS - Toxic Chemical Release Inventory System. TSCA - Toxic Substances Control Act. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). SSTS - Section 7 Tracking Systems. ICIS - Integrated Compliance Information System. PADS - PCB Activity Database System. MLTS - Material Licensing Tracking System. RADINFO - Radiation Information Database. FINDS - Facility Index System/Facility Registry System. RAATS - RCRA Administrative Action Tracking System. BRS - Biennial Reporting System. INDIAN RESERV - Indian Reservations. PRP - Potentially Responsible Parties. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). FEDLAND - Federal and Indian Lands. US AIRS MINOR - Air Facility System Data.

## Database Sources

NPL: EPA	Updated Quarterly
NPL Delisted: EPA	Updated Quarterly
CERCLIS: EPA	Updated Quarterly
NFRAP: EPA	Updated Quarterly
RCRA COR ACT: EPA	Updated Quarterly
RCRA TSD: Environmental Protection Agency	Updated Quarterly
RCRA GEN: Environmental Protection Agency	Updated Quarterly
Federal IC / EC: Environmental Protection Agency	Varies
ERNS: National Response Center, United States Coast Guard	Updated Annually
State/Tribal CERCLIS: Department of Environmental Protection	Updated Quarterly
State/Tribal SWL: Department of Environmental Protection	Updated Semi-Annually
State/Tribal LTANKS: Department of Environmental Protection	No Update Planned
State/Tribal Tanks: Department of Environmental Protection	Updated Quarterly

## Database Sources

ST/Tribal Brownfields: Division of Compliance Assistance

Varies

US Brownfields: Environmental Protection Agency

Updated Semi-Annually

Other Haz Sites: Drug Enforcement Administration

Updated Quarterly

Spills: U.S. Department of Transportation

Updated Annually

Other: Environmental Protection Agency

Varies

## Street Name Report for Streets near the Target Property

Target Property: 400 ALEXANDRIA DR  
LEXINGTON, KY 40510

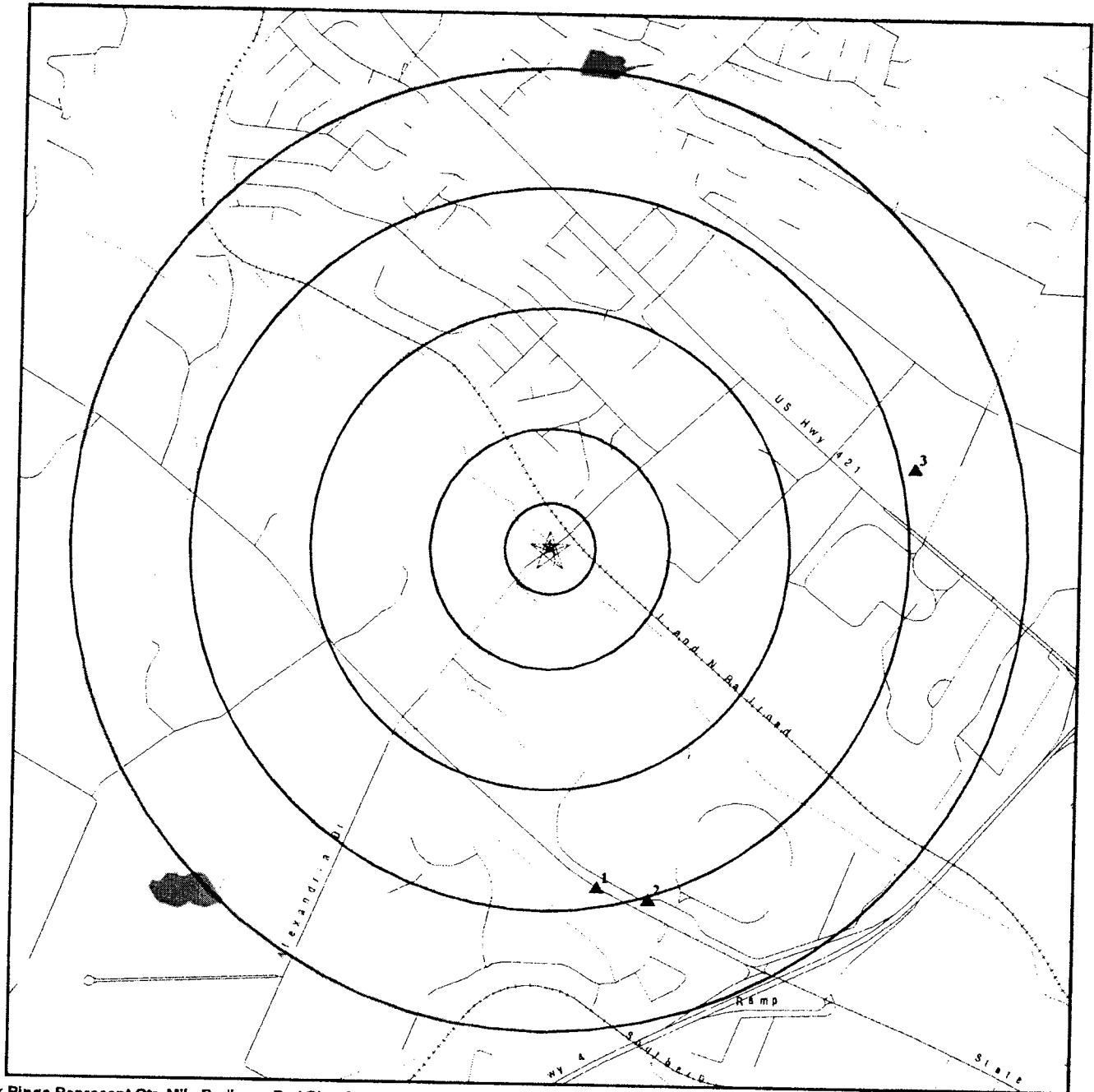
JOB: NA

Street Name	Dist/Dir	Street Name	Dist/Dir
Alexandria Dr	0.00 --		
Coronado Rdg	0.12 NNE		
Rolling Rdg	0.20 North		
Saddlebred Ct	0.24 NNE		
Sprinters Trl	0.23 North		
Trade St	0.24 East		

**Environmental FirstSearch**  
1,000 Mile Radius  
ASTM MAP: NPL, RCRA COR, STATES Sites



400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

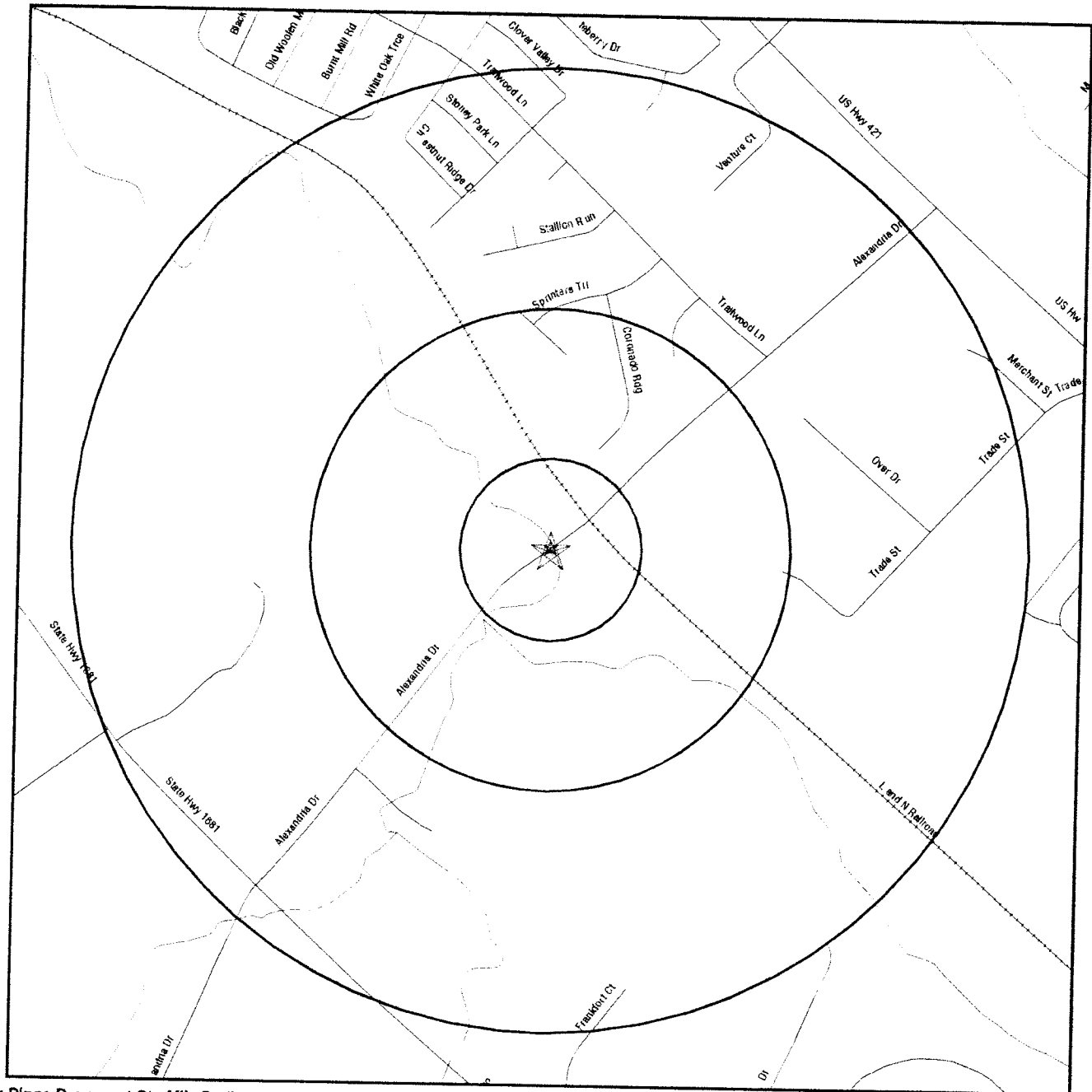
- ★ Target Property (Latitude: 38.0748 Longitude: 84.5525)
- ▲ Identified Sites
- Indian Reservations BIA
- National Priority List Sites

# Environmental FirstSearch

0.500 Mile Radius  
ASTM MAP: CERCLIS, RCRA TSD, LUST, SWL



400 ALEXANDRIA DR LEXINGTON, KY 40510



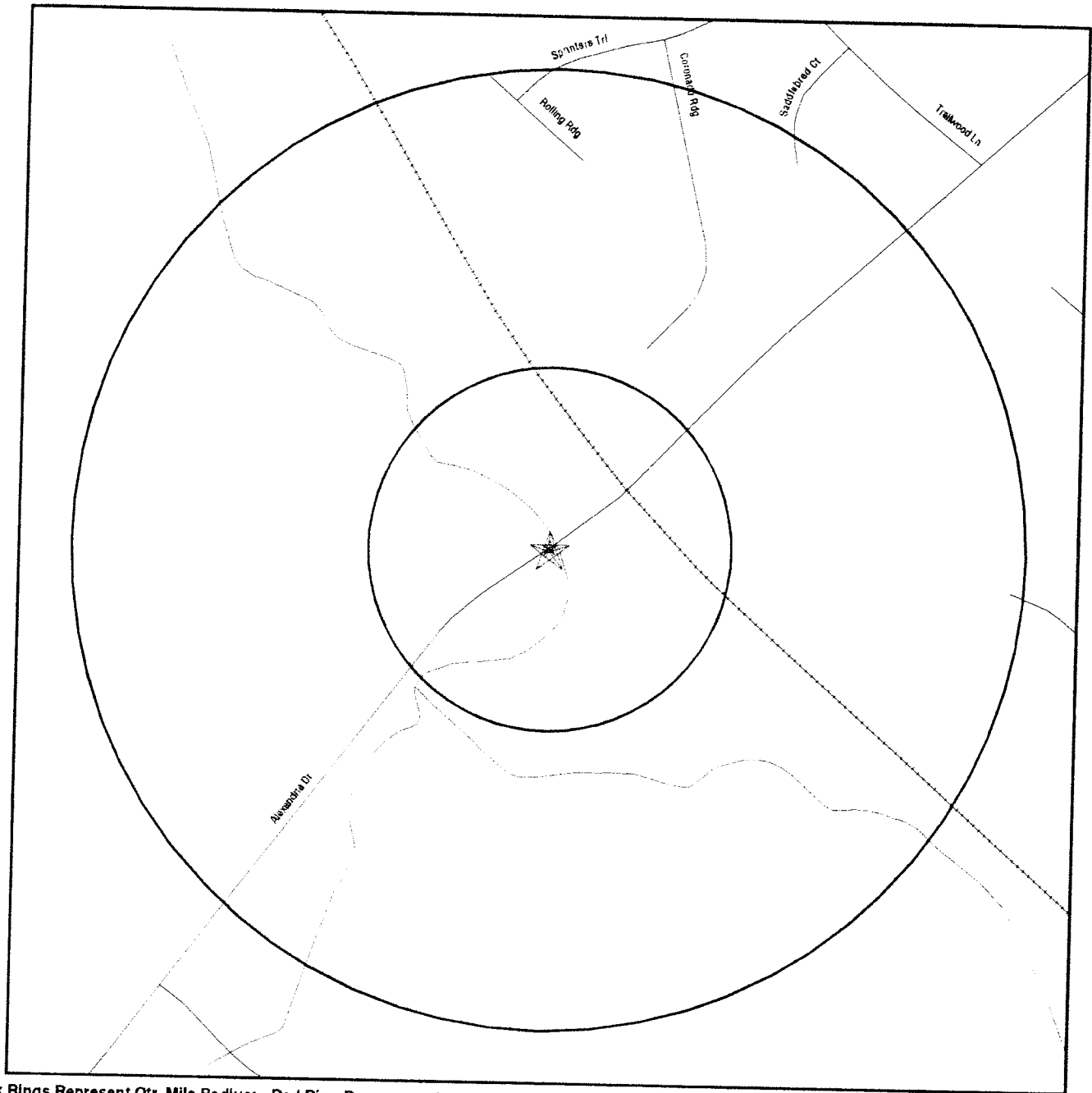
Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 38.0749 Longitude: 84.5525)
- ▲ Identified Sites
- National Priority List Sites
- ▨ Indian Reservations BIA

**Environmental FirstSearch**  
0.25 Mile Radius  
ASTM MAP: RCRAGEN, ERNS, UST, FED IC/EC, METH LABS



400 ALEXANDRIA DR LEXINGTON, KY 40510



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

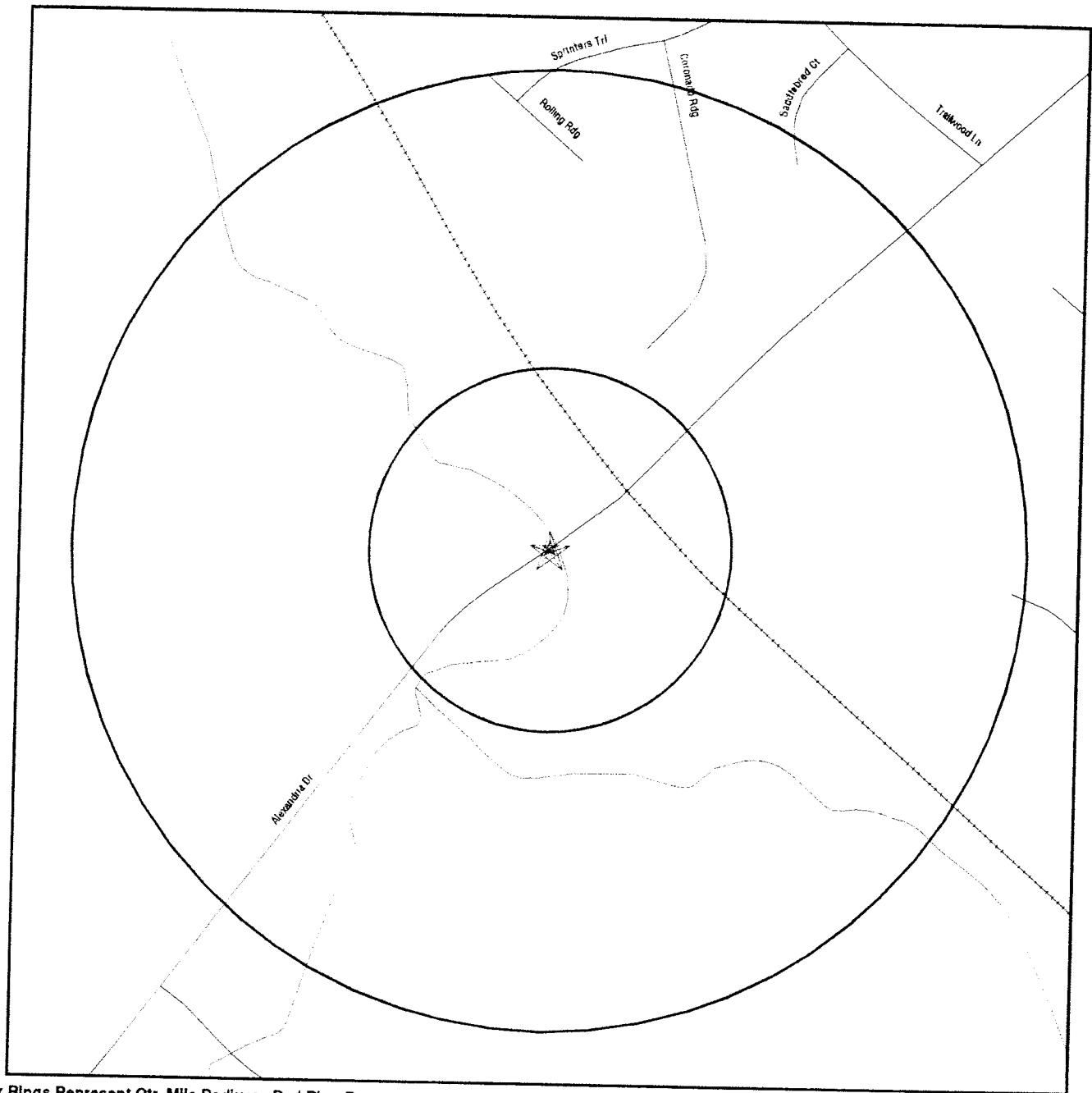
- ★ Target Property (Latitude: 38.0749 Longitude: 84.5525)
- ▲ Identified Sites
- National Priority List Sites
- Indian Reservations BIA

# Environmental FirstSearch

0.25 Mile Radius  
Non ASTM Map, Spills, FINDS



400 ALEXANDRIA DR LEXINGTON, KY 40510



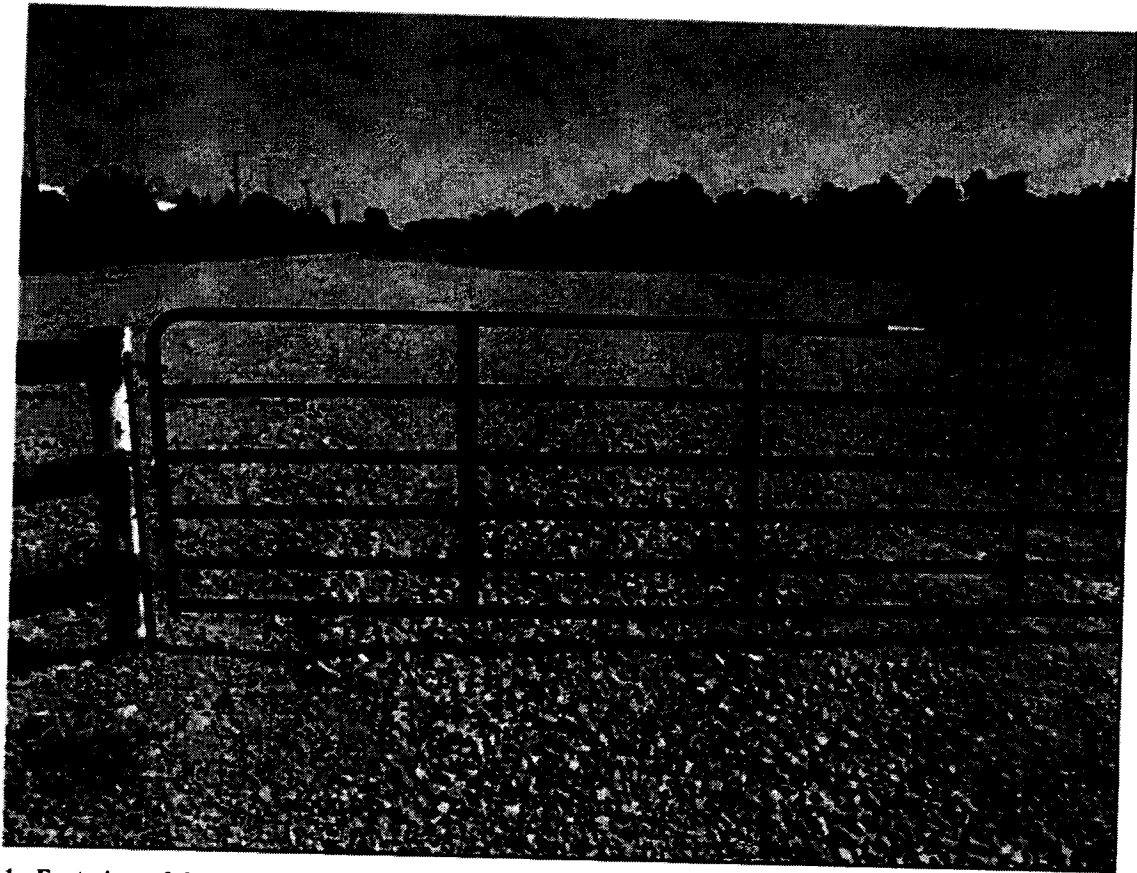
Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 38.0749 Longitude: 84.5525)
- ▲ Identified Sites
- Sensitive Receptors
- National Priority List Sites
- Indian Reservations BIA



## **Appendix III**

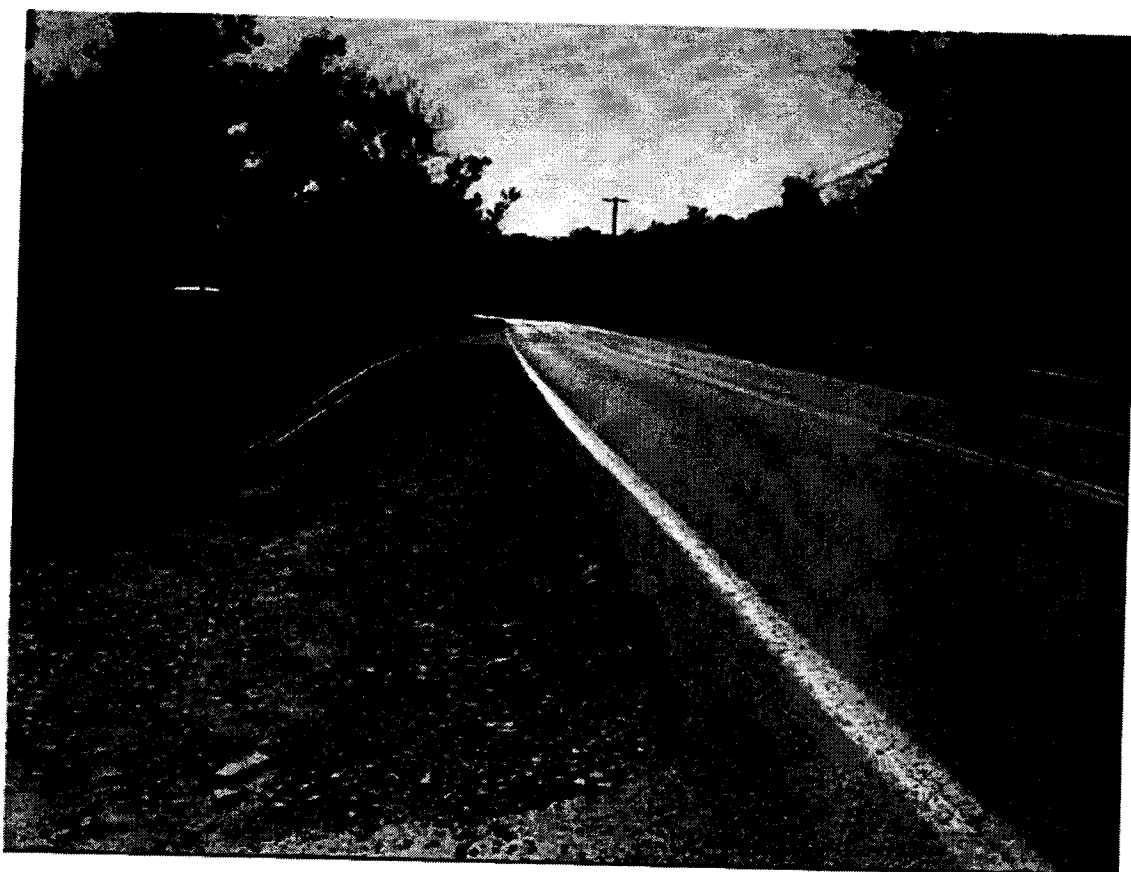
### **Photographic Summary**



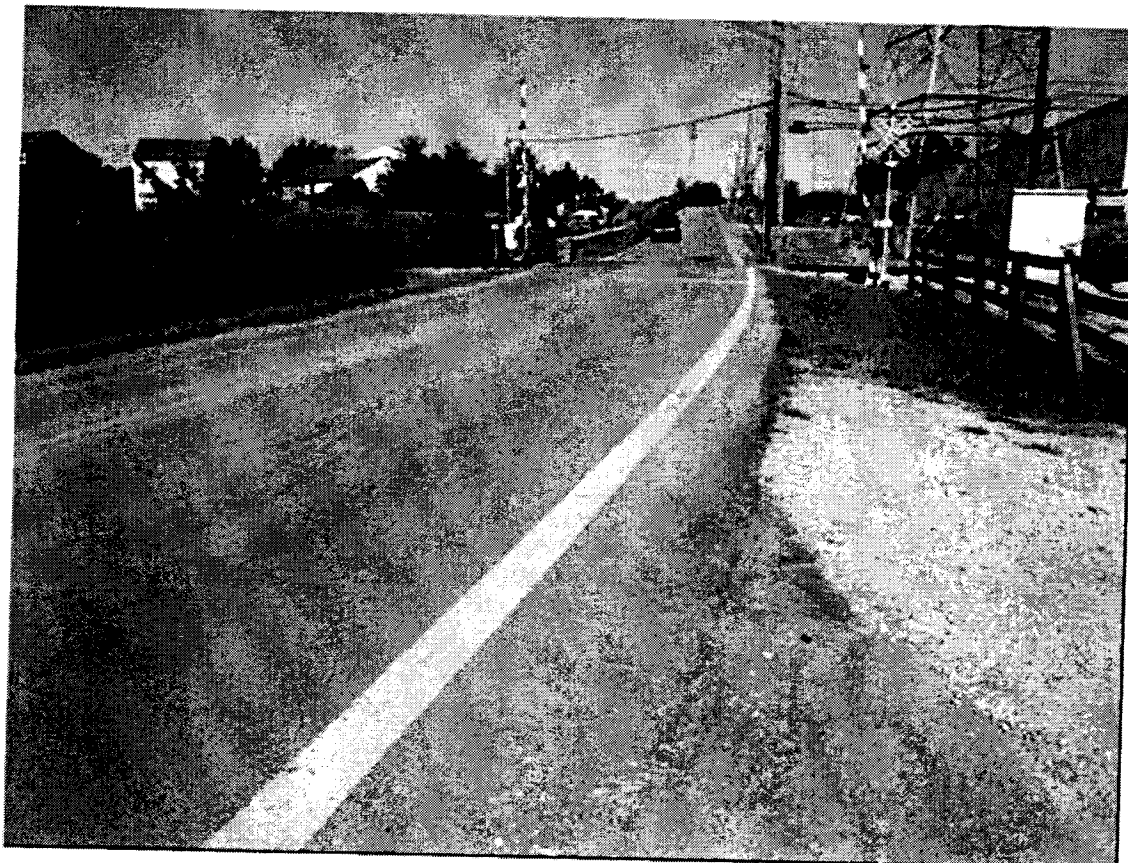
1. East view of the entrance to the subject property.



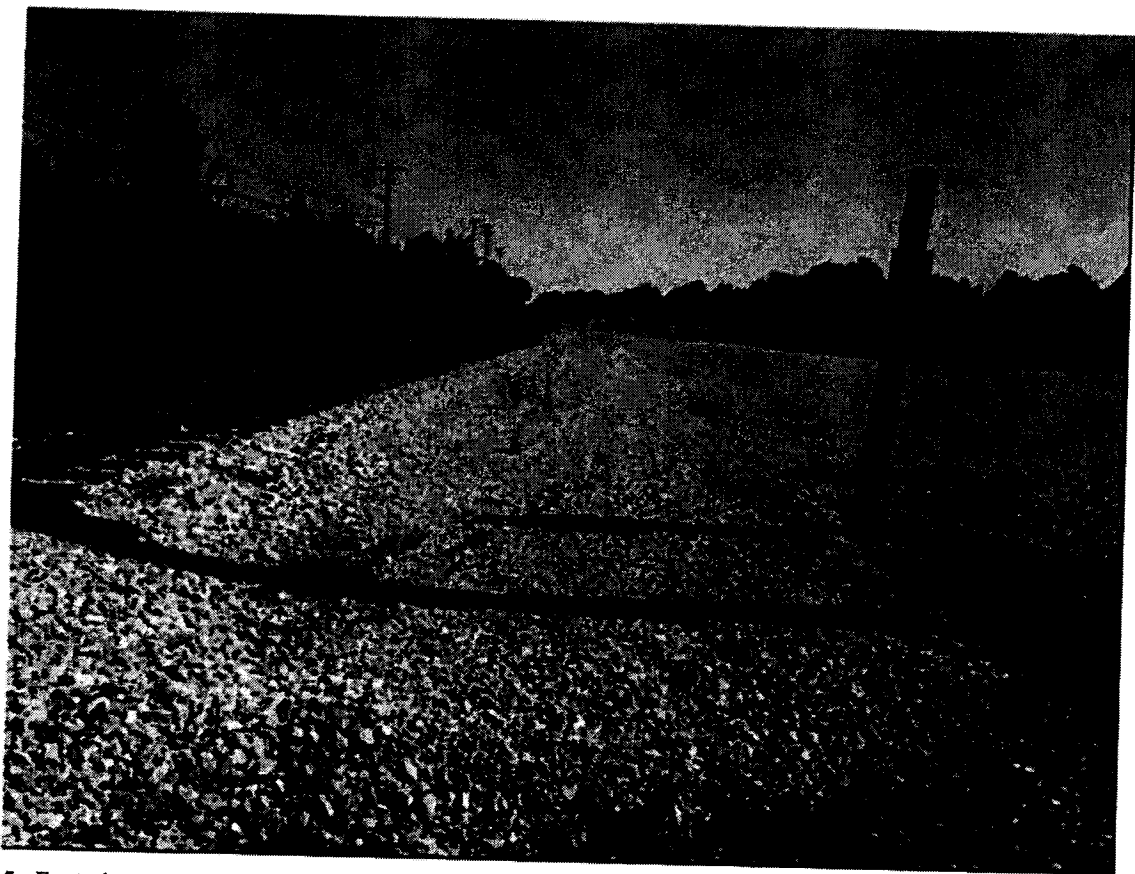
2. Adjacent property to the west, across Alexandria Dr.



3. South view along Alexandria Dr from the subject entrance.



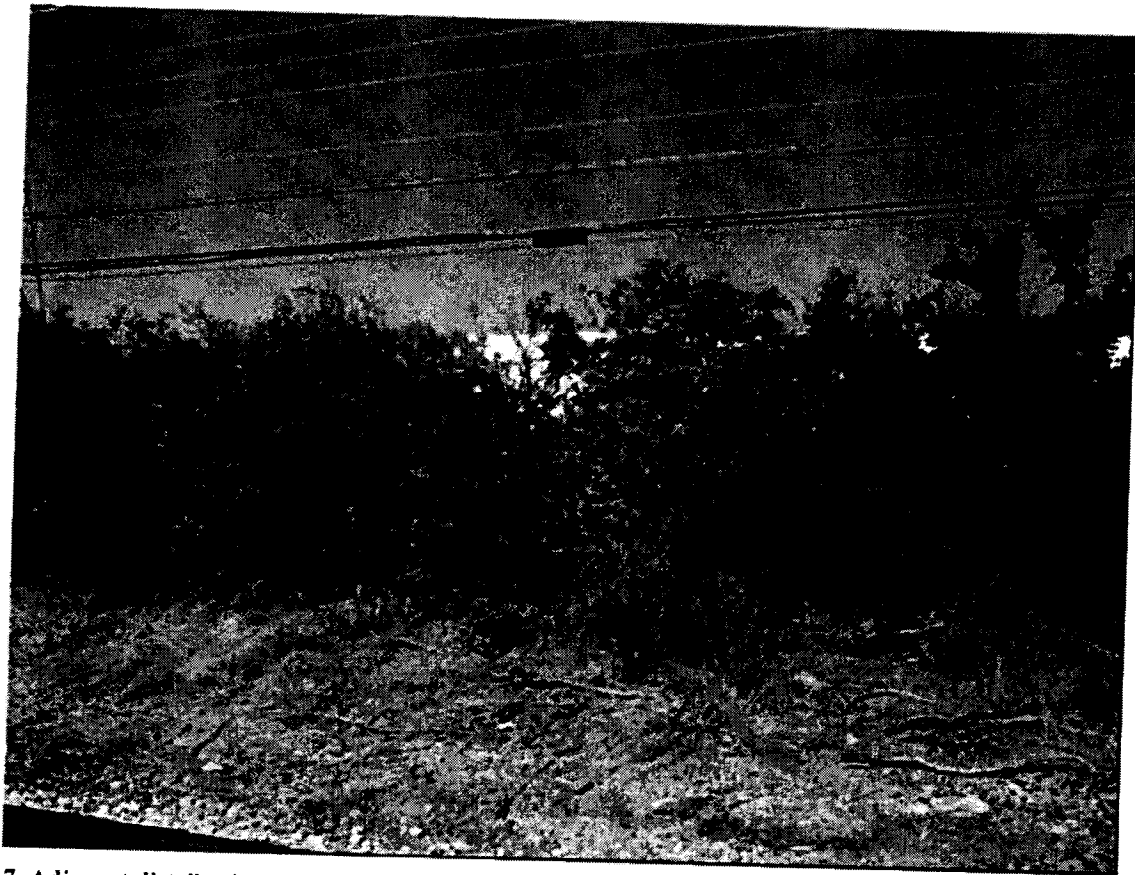
4. North view along Alexandria Dr from the subject entrance.



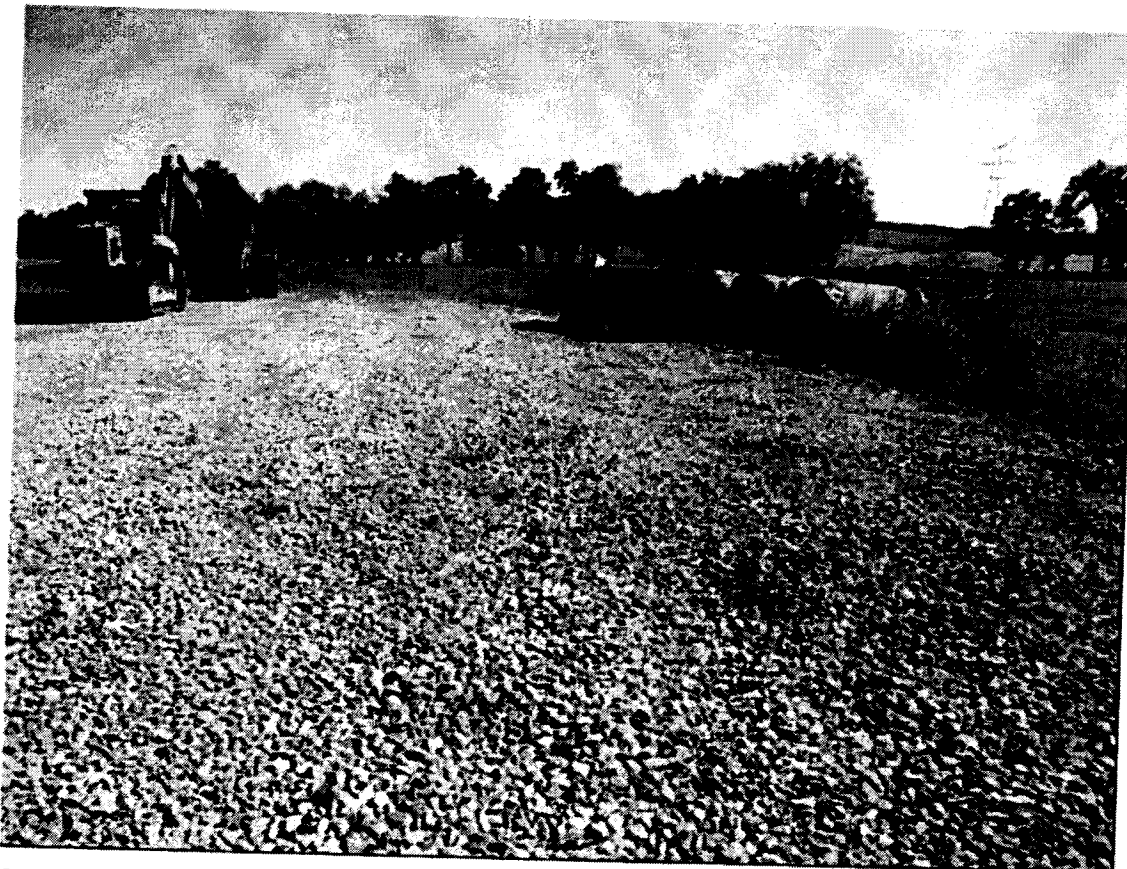
5. East view along the north property boundary adjacent to RR track.



6. South view along the east property boundary.



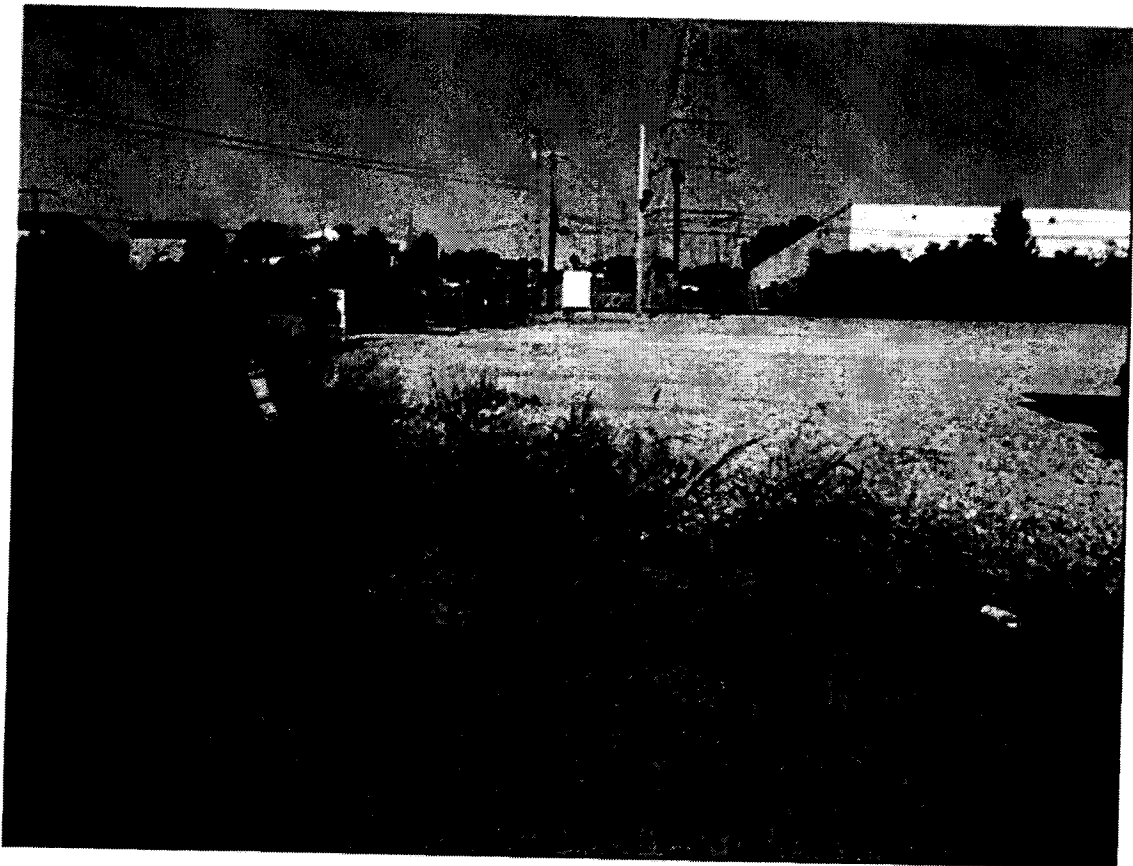
7. Adjacent distribution warehouse to the north, opposite RR track.



8. Adjacent property to the east.



9. West view along Town Branch, which bisects the subject property.

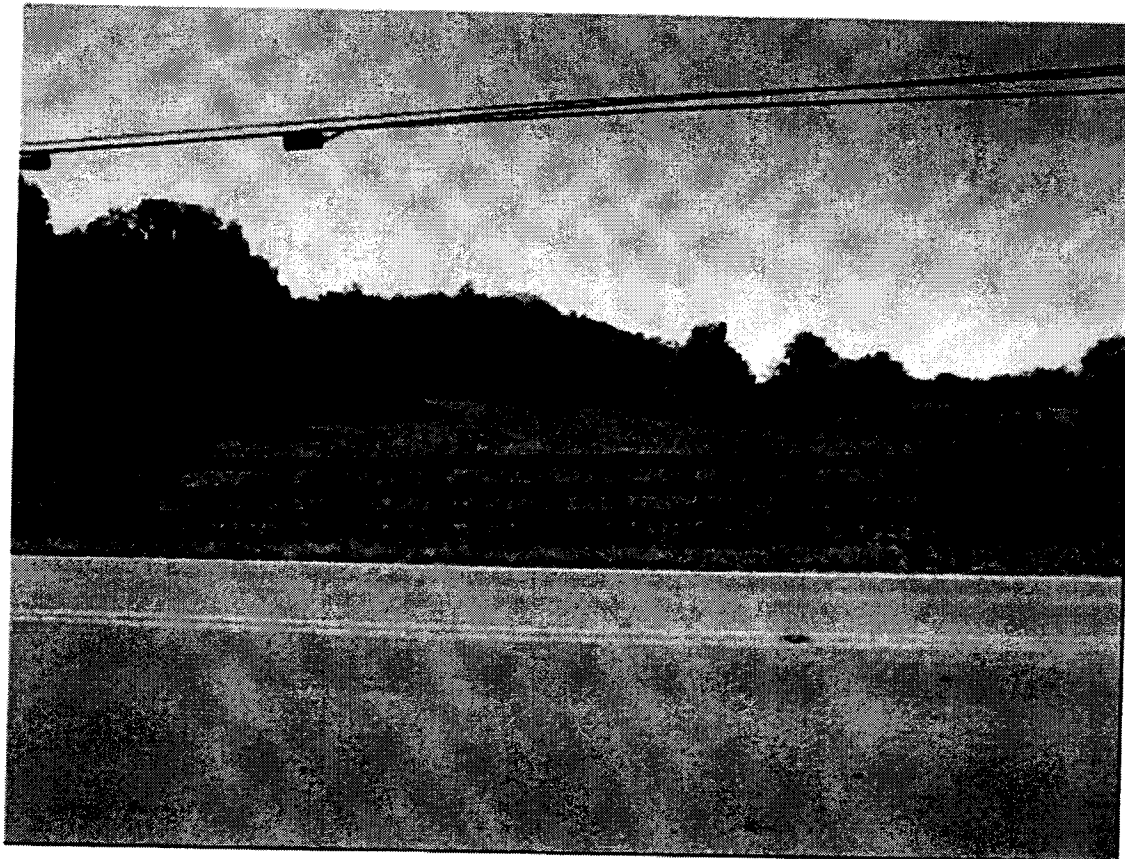


10. North view from near Town Branch along the west side of the subject property.





11. East view along the south property boundary.



12. Adjacent property to the west, across Alexandria Dr from the south property boundary.

## EXHIBIT C



## **Minimum Soil Management and Capping Requirements For Rails-to-Trails Conversion of Rail Property**

Buyer Agrees to:

### **I. Soil Management Plan**

The purchase sale agreement shall require buyer to provide a written soil management plan defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

- A site plan clearly showing “capped” vs. “un-capped” areas of the corridor
- A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.);
- A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present;
- Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation;
- A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the site are not being accessed or utilized by the public. The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

### **II. Capping**

The walking trail will be a minimum width of 12 feet and shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. The cap should be constructed of sufficient thickness to prevent cracking/underlying soil exposure during normal use. Actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation.