

THIRD AMENDED EASEMENT AGREEMENT

This **THIRD AMENDED EASEMENT AGREEMENT**, made and effective as of this 3rd day of June, 2025, by and between R.J. CORMAN RAILROAD PROPERTY, LLC, the mailing address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter called "Grantor," 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 "Grantee"; collectively hereinafter called "the Parties."

RECITALS

1. WHEREAS, Grantor and Grantee are parties to a certain Easement Agreement dated September 25, 2014, of record in Deed Book 3267, Page 612, as amended by a certain Amendment to Easement Agreement dated October 10, 2019, of record in Deed Book 3754, Page 665, both within the records of the Lexington Fayette County Clerk's Office.

2. WHEREAS, the Parties mutually desire to amend and replace said Easement Agreement, as amended, as set out herein, and intend for this Third Amended Easement Agreement to supersede, revoke, replace, and restate said Easement Agreement.

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants, and conditions set out herein, it is now agreed by and between the Parties as follows:

Article I. Background

1.01 Property

The undersigned Grantor is the sole owner in fee simple of the properties described below, which collectively, for purposes of this Agreement, are referred to as the "Property":

(a) 400 Alexandria Drive, Lexington, KY (formerly a portion of 404 Alexandria Drive)

Recorded in Deed Book 3033, Page 4893, Cabinet R, Slide 649, and in Deed Book 3191, Page 191, and in Deed Book 3218, Page 409, all referenced in the Lexington Fayette County Clerk's Office.

(b) 408 Alexandria Drive, Lexington, KY

Recorded in Deed Book 3267, Page 376, Cabinet R, Slide 216, of the Lexington Fayette County Clerk's Office.

(c) 412 Alexandria Drive, Lexington, KY (formerly a portion of 2025 Old Frankfort Pike)

Recorded in Deed Book 3267, Page 371, Cabinet R, Slide 216, of the Lexington Fayette County Clerk's Office.

1.02 Easement Area

The portion of the Property that is subject to this Agreement (the "Easement Area of Town Branch Trail-Phase 3") is Parcel A (a portion of 412 Alexandria Drive), Parcel B (a portion of 408 Alexandria Drive), Parcel E (a portion of 400 Alexandria Drive), and Parcel G (a portion of 400 Alexandria Drive), and further described and shown on Exhibits "A"; "B"; "C"; "D"; and "E".

1.03 Purposes

The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.04 Consideration

Grantor acknowledges receipt of the sum of \$1.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, in consideration of the grant of easement to Grantee under this Agreement.

1.05 Exhibits

This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – Legal Descriptions of Easement Area for Trail
- b. Exhibit "B" – Parcel Drawings of Trail Easement Area for Trail
- c. Exhibit "C" – Legal Descriptions of Drainage Easements
- d. Exhibit "D" – Parcel Drawings of Drainage Easements
- e. Exhibit "E" – Overall Easement Map
- f. Exhibit "F" – Legal Descriptions of Temporary Construction Easements to Grantor

Article II. Grant of Easement for Trail Facilities

2.01 Grant

The undersigned Grantor, intending to be legally bound, grant and convey to Grantee the perpetual right to create the Trail identified below; to enter the Easement Area at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "Trail Facilities") described in paragraph (a) of this section; and, subject to the prior written consent of

Grantor, those described in paragraph (b) of this section.

(a) Trail Facilities

- (i) A trail not to exceed approximately 12 feet in width together with shoulder, steps, railings, and other surface structures which, as to wet areas, may include bridges and culverts (collectively, the "Trail").
- (ii) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (iii) Fencing, gates, and barriers to control access.

(b) Trail Facilities Requiring Prior Written Consent of Grantor

- (i) Benches, picnic tables, wastebaskets, and bicycle racks, which consent shall not be unreasonably withheld.

(c) Major Repairs, Upgrades, and Construction

Grantee shall provide Grantor at least 30 days prior written notice before undertaking (i) the initial construction of the Trail, or (ii) any substantial repairs, upgrades or improvements to the Trail or any Trail Facility.

2.02 Exercise of Rights

Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities may include installation of signage; mowing, cutting or removal of soil, rock or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use.

2.03 Required Trail Facilities

(a) Fencing

Prior to opening the Trail to the public, Grantee must install a six (6) foot high fence along the trail within the boundaries of the trail Easement Area closest to the railroad tracks on Parcels A, B, and E as it meanders between Alexandria Drive and the trail crossing the railroad. The fencing shall be located as close to the shoulder of the trail as feasible without impeding drainage or maintenance activities. Grantee shall have the right to install gates in the fence for maintenance access of Trail facilities between the fence and Easement boundary. In addition, Grantee agrees to install a four (4) foot high fence along the southwest and northwest sides of the trail Easement Area on Parcel G, approximately between the trail crossing Alexandria Drive and at the trail crossing the railroad. The fencing material and type shall be proposed by the Grantee prior to the Trail construction, and approved by Grantor prior to installation.

The purpose of the above fencing is to keep the public from entering

Grantor's property on which it is conducting its business operations from the Easement Area or from the portion of the trail located on Grantee's property. All cost of the fencing and its installation shall be the responsibility of the Grantee. All cost and expenses of any repairs and maintenance, repair or replacement of the fencing is the responsibility of the Grantee. If in exercising any rights retained by Grantor in this Agreement, Grantor is required to remove the fence, Grantor shall have the right to remove sections of the fence that do not create a safety hazard for Trail users if removed, and shall assume all cost of removal, repair and/or replacement. Grantor shall have the right to install gates in the fence at its discretion. However, all cost of such gates, and cost of maintenance, shall be borne by Grantor.

(b) Signage

Prior to opening the Trail to the public, Grantee must install no trespassing signs every 330 feet along the side of the Easement Area closest to the railroad tracks of Parcels A, B, and E, the southwest and northwest sides of the trail Easement Area on Parcel G, and at every point at which it appears that a footpath has been created by the public into Town Branch Creek, or otherwise onto Grantor's Property on the Town Branch Creek side of the Easement Area. Grantee shall also place at each rail crossing signage indicating that trespass onto railroad property is a crime under KRS 277.350.

(c) Adjacent Properties

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 Easement Area 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 (except as indicated in paragraph (a) above).

2.04 Initial Installation

Prior to installation of the Trail within the Easement Area, Grantee must (a) provide Grantor with at least 30 days' notice of its intent to install; (b) mark the approximate location of the Trail and consider suggestions of Grantor as to reasonable adjustments of Trail location; (c) obtain certificates evidencing liability insurance coverage with respect to all third party contractors entering the Property for the purpose of construction or installation activities; and (d) obtain, at Grantee's cost and expense, all permits and approvals required for

construction or installation activities.

2.05 Maintenance

Grantee shall mow, cut or remove vegetation, and maintain the Trail surface and Trail Facilities to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to Persons on or about the Easement Area. Grantee will routinely inspect the Trail and promptly repair damaged Trail Facilities that create an unreasonably dangerous condition.

Article III. Grant of Easement for Public Access

3.01 Grant of Easement

The undersigned Grantor, intending to be legally bound, grant to Grantee the right to make available to the public a perpetual easement and right-of-way over the Trail and the right to use Trail Facilities for the purposes ("Permitted Trail Uses") described in paragraph (a) and, subject to the prior written consent of Grantor, those described in paragraph (b) of this section:

(a) Permitted Trail Uses

Use of the Trail as a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, nature study; (ii) medically required power-driven mobility devices capable of traversing railroad crossings traditionally used by persons with mobility issues; and (iii) emergency vehicles in the case of emergency within the Easement Area.

(b) Uses Requiring Prior Written Consent of Grantor

Use by vehicles, mass use events such as running, biking or other races, or charity walking events, which consent shall not be unreasonably withheld.

3.02 No Charge for Access

No Person is permitted to charge a fee for access to the Trail or use of the Trail Facilities.

Article IV. Rights of Grantor

4.01 Reservation

(a) Reserved Utility Easements

Grantor hereby excepts and reserves unto itself, 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 Easement Area 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 Easement Area and all ancillary equipment or facilities (both underground and surface), and the right to attach same to existing bridges on the Easement Area, and such surface rights as may be necessary to accomplish the same; TOGETHER with unrestricted access over the Easement Area 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 Easement Area. The right to use the Easement Area for utilities shall remain with and be exclusive unto Grantor.

Grantor shall be responsible for all cost for the repair of the Easement Area (excluding any cost for easements granted for the benefit of Grantee, i.e. sewer, etc.), and shall provide 30 days written notice of work impacting the Easement Area.

Grantee, its successors and assigns shall not disturb any existing facilities located within the Easement Area or any facilities subsequently placed within Reserved Utility Easement area, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Reserved 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 Easement Area at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

(b) Reserved Crossing Rights

Grantor hereby excepts and reserves unto itself, its successors and assigns the right to construct additional pedestrian track crossings over Parcel G in the event Grantor constructs side tracks on the 400 Alexandria Drive Property. All cost of the additional pedestrian crossings, and any maintenance, repair or replacement of any additional pedestrian crossing is the responsibility of the Grantor. Grantee acknowledges and agrees that construction of additional pedestrian crossing may require temporarily closing the Trail.

4.02 Grantor Uses and Activities

Grantor has the rights accorded to the general public to use the Trail Facilities as well to exercise any one or more of the following rights with such notice to Grantee as is reasonable under the circumstances:

(a) Crossing

Cross the Easement Area with equipment and or machinery to access Grantor adjacent properties. Grantor shall be responsible for all costs to repair any damage caused due to said use of equipment and or machinery.

(b) Grantor Improvements

In addition to the rights reserved by Grantor in this Agreement, Grantor may construct, install or maintain any facility or improvement within the Easement Area that does not unreasonably interfere with the safe and efficient use of the Easement Area for Permitted Trail Uses, to which Grantee gives its consent in writing, which shall not be unreasonably withheld.

(c) Adjacent Property Management

Access the Easement Area to mow, cut or remove vegetation, or plant vegetation, on Grantor's property adjacent to the Easement Area.

4.03 Construction Easements

(a) Town Branch Relocation

If, in the discretion of Grantor, its successors or assigns, it becomes desirable for rail carrier operations or to aesthetically enhance the location of the Trail Easement area by providing additional separation from those operations, Grantor, its successors or assigns, shall have the right, upon sixty (60) days written notice to Grantee, and at the sole cost, expense, and risk of Grantor, its successors or assigns, to relocate the channel Town Branch as represented in Exhibit E and to relocate that portion of the Trail Easement area in closest proximity to said railroad right-of-way, southwestwardly and away from said right-of-way.

(b) Temporary Construction Easement - Grantor

Grantee, for itself and for its successors and assigns, hereby conveys and grants to Grantor, its successors and assigns, upon receipt of sixty (60) day written notice to Grantee, a temporary, non-exclusive easement (the "Grantor Temporary Construction Easement") over, under, in, along, across and upon a portion of 689 Byrd Thurman Drive, Lexington, KY, recorded in Deed Book 2890, Page 285, Cabinet N, Slide 513, of the Lexington Fayette County Clerk's office, and identified as Parcel D on Exhibit "F", and a portion of 669 Byrd Thurman Drive,

Lexington, KY, recorded in Deed Book 1319, Page 139, and Deed Book 2257, Page 44, Cabinet N, Slide 513, of the Lexington Fayette County Clerk's office, and identified as Parcel C on Exhibit "F", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to the Town Branch Relocation, including, but not limited to, the operation of equipment and the right of ingress and egress. The Grantor agrees to surrender possession of the Grantor Temporary Easement Area upon the completion of the Town Branch Relocation work.

However, the Parties acknowledge and agree that: (i) grading changes may exist upon completion of the Town Branch Relocation and that the 100 year floodway on Grantees' property may be altered as a result of the Town Branch Relocation in accordance with regulatory approval; and (ii) Grantor agrees to leave the premises in substantially the same condition than it was on the date this easement was executed, including the replacement of trees and shrubs in the Grantor Temporary Construction Easement Area upon completion of the Town Branch Relocation at the election of the Grantee.

Article V. Additional Easements

5.01 Temporary Construction Easements

(a) Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, and across a portion of 400 Alexandria Drive, 408 Alexandria Drive, and 412 Alexandria Drive, Lexington, KY, 16-feet in width on either side of the boundary of the permanent trail easements as defined above and in Exhibits "A", "B", and "E", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to the Trail, including, but not limited to, the operation of equipment, and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress. The Grantee agrees to surrender possession of the easement upon the completion of the Trail work, and to leave the premises in substantially the same condition than it was on the date this easement was executed.

(b) Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, and across a portion of 400 Alexandria Drive, as identified in Exhibits "A", "B", and "E", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to removing the existing low water crossing and streambank rehabilitation, including, but not limited

to, the operation of equipment, and the movement of a work force over, upon, and across the described easement, together with the right of ingress and egress. This temporary easement shall extend to the property line within the channel Town Branch in that vicinity as defined in Exhibits "A", "B", and "E". The Grantee agrees to surrender possession of the easement upon the completion of the Trail work, and to leave the premises in substantially the same condition than it was on the date this easement was executed.

5.02 Permanent Drainage Easements

Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, the perpetual easement right to drain stormwater, and to lay, construct, operate, repair, reconstruct and remove storm sewer infrastructure, improvements and appurtenances thereto, over, under, in, along, and across a portion of 400 Alexandria Drive, and identified in Exhibits "C", "D", and "E", together with the right of ingress and egress.

Article VI. Enforcement; Liability Issues

6.01 Enforcement

Grantee may, in addition to other remedies available at law or in equity, compel Grantor to make the Easement Area available for the purposes set forth in Article II, Article III, and Article V by exercising any one or more of the following remedies, without any need to show that a civil action for damages is not available to furnish compensation:

(a) Injunctive Relief

Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation.

(b) Self Help

Enter the Property to remove any barrier to the access provided under this Agreement and do such other things as are reasonably necessary to protect and preserve the rights of Grantee under this Agreement.

(c) Temporary Unavailability

Grantee hereby acknowledges and agrees that Grantor has the right to temporarily close access to the Trail for a reasonable period of time in order to maintain or construct improvements to Grantor's adjacent properties, or as may be required to maintain existing infrastructure or facilities, or as may be required to meet any obligations imposed by federal or state governmental units with authority over Grantor or its affiliated companies in connection with rail operations. Grantor shall provide reasonable notice to Grantee of required temporary closings

and provide signage to reflect such temporary closing.

6.02 Warranty

The undersigned Grantor warrants to Grantee that no one has the legally enforceable right (for example, under a lease, easement or right-of-way agreement in existence as of the Agreement Date) to prevent the installation of Trail Facilities or the use of Trail Facilities for Permitted Trail Uses.

6.03 Immunity under Applicable Law

Nothing in this Agreement limits the ability of Grantor and Grantee to avail themselves of the protections offered by any applicable law affording immunity to Grantor and Grantee including, to the extent applicable, KRS 411.190 (as may be amended from time to time).

6.04 Public Enters at Own Risk

Use of any portion of the Easement Area by members of the general public is at their own risk. Grantee acknowledges and agrees that Grantor, by entering into this Agreement, does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Easement Area; or for the failure to inspect for, or warn against, possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present.

6.05 Costs and Expenses

All costs and expenses associated with Trail Facilities are to be borne by Grantee except for items included in Grantor Responsibility Claims (defined below in this Article).

6.06 Responsibility for Losses and Litigation Expenses

(a) Public Access Claims; Grantor Responsibility Claims

If a claim for any Loss for personal injury or property damage occurring within the Easement Area after the Agreement Date (a "Public Access Claim") is asserted against either Grantor or Grantee, or both, it is anticipated that they will assert such defenses (including immunity under KRS 411.190) as are available to them under applicable law. The phrase "Public Access Claim" excludes all claims (collectively, "Grantor Responsibility Claims") for Losses and Litigation Expenses arising from, relating to or associated with (i) personal injury or property damage occurring prior to the Agreement Date; (ii) activities or uses engaged in by Grantor, its contractors, agents, employees, tenants and invitees or anyone else entering the Property by, through or under the express or implied invitation of any of the foregoing; or (iii) structures, facilities and

improvements within the Easement Area (other than improvements installed by Grantee).

(b) Indemnity

If immunity from any Public Access Claim is for any reason unavailable to Grantor, Grantee agrees to indemnify, defend and hold Grantor harmless from any Loss or Litigation Expense if and to the extent arising from a Public Access Claim to the extent permitted by law. Grantor agrees to indemnify, defend and hold the Grantee harmless from any Loss or Litigation Expense if and to the extent arising from a Grantor Responsibility Claim. Nothing contained herein is intended to be, nor shall act as, a waiver of any defense against a third party, including the defense of sovereign immunity.

(c) Loss; Litigation Expense

- (i) The term "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.
- (ii) The term "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees and disbursements.

(d) Insurance

- (i) Prior to commencement of surveys, installation or occupation of the Trail Facilities pursuant to this Agreement, Grantee 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 Grantee 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 Grantor 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.
- (ii) If said policy does not automatically cover Grantee's contractual

liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Grantee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Grantee shall arrange for adequate time for reporting losses. Failure to do so shall be at Grantee's sole risk.

- (iii) Grantor may at any time request evidence of insurance purchased by Grantee to comply with this requirement, and may demand that Grantee purchase insurance deemed adequate by Grantor. Failure of Grantee to comply with Grantor's demand shall be a default under this Agreement.
- (iv) Securing by Grantee of insurance hereunder shall not limit Grantee's liability under this Agreement, but shall be additional security therefor.
- (v) Grantee may elect to self-insure all or any part of the insurance obligations set out herein, but no such election will relieve Grantee 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.

6.07 Termination

If Grantee fails to fulfill its obligations under this Agreement and such failure causes loss, cost or damage to Grantor that is not compensable by damages under a civil action or, if it is compensable, Grantee fails to discharge its obligations, then this Agreement and the easements granted under this Agreement, may be terminated by a court of competent jurisdiction.

Article VII. Miscellaneous

7.01 Beneficiaries and Agents

The rights of Grantee under this Agreement may be exercised by Grantee, any Person identified by Grantee as a beneficiary of this Agreement and who accepts this designation by recordation in the Public Records of a joinder to this Agreement (a "Beneficiary"), or any of the contractors, agents, and employees of Grantee or Beneficiary.

7.02 Binding Agreement

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the representatives, successors, and assigns of the Grantee. The above-described permanent easements run with the land in perpetuity and are binding upon the representatives, successors, and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement

of construction of the project and will expire upon completion of the project.

- 7.03 “As Is, Where Is” Disclaimer.** Grantee acknowledges and agrees that the conveyance of the Property shall be “as is, where is, with all faults,” and Grantor shall have no continuing liability with respect to the Property from and after the effective date of the Agreement. Grantee represents and warrants that it is relying solely on its own due diligence investigations of, and familiarity with, the Property in connection with its purchase of the Property, and Grantee shall assume all liabilities and obligations pertaining to the Property from and after the effective date of the Agreement, including, without limitation, those relating to Environmental Matters, if any. Further, Grantee expressly waives any claim it might otherwise have against Grantor for patent or latent defects to the Property. Notwithstanding the foregoing, the above provisions are not intended to reduce liability, if any, for a violation of a specific representation and warranty of Grantor set forth in Section 6.

7.04 Special Warranty.

(a) As it pertains to the temporary construction easements and permanent easements described herein, Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, subject to all current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities as may appear of record, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property, and does hereby covenant to and with the Grantee, its successors and assigns forever, to warrant title to all persons claiming by, through or under Grantor, but no other.

(b) As it pertains to the construction easements described in Section 4.03(b), Grantee does hereby release and relinquish unto the Grantor, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, subject to all current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities as may appear of records, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property, and does hereby covenant to and with the Grantee, its successors and assigns forever, to warrant title to all persons claiming by, through or under Grantee, but no other.

7.05 Governing Law

The laws of the Commonwealth of Kentucky govern this Agreement.

7.06 Definition and Interpretation of Capitalized and Other Terms

The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (i) "Grantor" means the undersigned Grantor and its representatives, successors, and assigns after them who hold any interest in the Easement Area.
- (ii) "Person" means an individual, organization, trust, or other entity.
- (iii) "Public Records" means the public records of the office for the recording of deeds in and for the county in which the Easement Area is located.
- (iv) "Including" means "including, without limitation."
- (v) "May" is permissive and implies no obligation; "must" is obligatory.

7.07 Incorporation by Reference

Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

7.08 Amendments; Waivers

No amendment or waiver of any provision of this Agreement or consent to any departure by Grantor from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for Grantee. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

7.09 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

7.10 Counterparts

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

7.11 Entire Agreement

This is the entire agreement of Grantor, Grantee and any Beneficiary pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, Grantee, and others pertaining to the transaction set forth in this Agreement.

7.12 Notices

Notice to Grantor or Grantee under this Agreement must be in writing and given by one of the following methods: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid.

7.13 Authorizing Resolution and Transfer Tax.

The obtaining of this easement was authorized by Resolution 215 - 2025, passed by the Lexington-Fayette Urban County Council on May 29, 2025. Pursuant to KRS 382.135(2)(a) and KRS 382.135(2)(c), this deed of easement, which pertains to a public utility and conveys right of way, need not contain a statement of consideration.

INTENDING TO BE LEGALLY BOUND, the undersigned Grantor and Grantee, by their respective duly authorized representatives, have signed and delivered this Agreement as of the Agreement Date above written.

**R.J. CORMAN RAILROAD
PROPERTY, LLC**

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: Raymond Goss

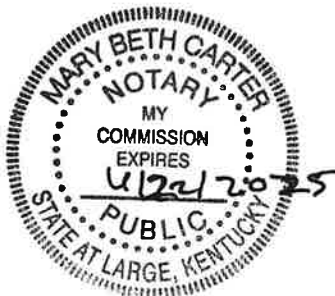
BY: Linda Gorton
LINDA GORTON, MAYOR

NAME: Raymond Goss

TITLE: President

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JESSAMINE)

This instrument was acknowledged, subscribed and sworn to before me by Raymond Goss, as President for and on behalf of R.J. Corman Railroad Property, LLC, a Kentucky limited liability company, on this 1st day of April, 2025.



M. Carter
Notary Public, Kentucky, State-at-Large

My Commission Expires: 4/22/2025

Notary ID # KYNP28439

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)


This instrument was acknowledged, subscribed and sworn to before me by
Linda Gorton, as Mayor, for and on behalf of Lexington-Fayette Urban County
Government, a Kentucky municipal corporation, on this 4th day of
June, 2025.


Notary Public, Kentucky, State-at-Large

My Commission Expires: 11/20/2027

Notary ID # 82853

PREPARED BY:



EVAN P. THOMPSON
Attorney Sr.
Lexington-Fayette Urban
County Government
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 4th day of April 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and EHl Consultants, a Kentucky corporation, ("Organization") with offices located at 333 West Vine St. Suite 300, Lexington, KY 40507.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on May, 2025 and shall last for a period of 9 months unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – LFUCG RFP Document
 - b. Exhibit "B" – Consultant Proposal
 - c. Exhibit "C" – Project Scope

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
4. **PAYMENT.** LFUCG shall pay Organization a total lump sum amount not to exceed _____ dollars (\$145,000) for the performance of the Services. [If reimbursement] Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. [If not reimbursement] Such payments shall be made after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written

Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. XX-20XX are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a

between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

Deputy *Marlene Stock*
Clerk of the Urban County Council

ENTITY

BY: *[Signature]*
Edward J. Holmes, President

[Signature] JULIE WILSON
ATTEST:

WITNESS:

DATE: *MAY 7, 2025*

