

CONSTRUCTION EASEMENT AGREEMENT

THIS CONSTRUCTION EASEMENT AGREEMENT is made as of this the 18th day of September, 2013 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 work as a part of the public project to improve Fourth Street, 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; relinquishment of this Easement in writing by Contractor; or the expiration of six (6) months from the date hereof.

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. To the extent permitted by law, 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 negligence, wrongful act or omission of Railroad. Nothing contained herein is intended to be, nor shall it act as, as waiver of any defense, including that of sovereign immunity, that Contractor may have as to any third party.

6. Contractor shall pay Railroad a one-time fee of \$500.00 for its administrative expenses incurred in connection herewith.

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

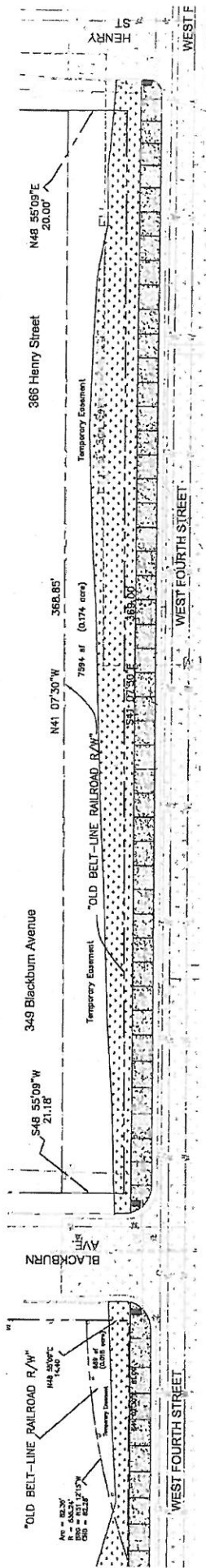



EXHIBIT A

Easement Delineations 
 RJ Corman Railroad