

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and effective as of this 25th day of September, 2014, 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".

Article I. Background**1.01 Property**

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

(a) 2401 Old Frankfort Pike, Lexington, KY

Recorded in Deed Book 3405, Page 398, Cabinet N, Slide 513, of the Lexington Fayette County Clerk's office.

(b) 400 Alexandria Drive, Lexington, KY

Recorded in Deed Book 3033, Page 489, Cabinet I, Slide 248, 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") is shown on Exhibit A as Parcel E (a portion of 2401 Old Frankfort Pike), Parcel F (a portion of 400 Alexandria Drive) and Parcel G (a portion of 400 Alexandria Drive), and further described on Exhibit A.

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.

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.

mail to: LFUCG
Dept of Law (KH)

(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 6 foot high, 1" mesh x 9 Gauge with three barb wire chain link security fence along the trail at the top of the Grantor's fill embankment approximately at the railroad elevation on the north side of the Easement Area of Parcels E and F, as it meanders approximately between coordinates N208619.15 E1554479.90 at the Parcel E and B property line and N209538.04 E1553435.06 at the trail crossing Alexandria Drive; and continuing at the top of Grantor's fill embankments on Parcels A and B along the trail path, between coordinates N208619.15 E1554479.90 at the Parcel E and B property line and N207067.92 E1556405.65 at the trail crossing the railroad.

In addition, in consideration of the grant of this easement by Grantor, Grantee agrees to install a 4 foot high, white plank PVC fence along the southwest and northwest sides of the trail on Parcel G, approximately between coordinate N209578.01 E1553387.64 at the trail crossing Alexandria Drive and N209685.80 E1553487.88 at the trail crossing the railroad, all as shown on Exhibit A.

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 Grantor. 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, 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 both sides in the easement area of Parcels E, F, & G and railroad side in Parcels A and B, at the low water bridge over Town Branch adjacent to the Trail, 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 shown on Exhibit A 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 as shown on Exhibit A 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.

(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

Before the Grantee can construct the Trail in the Easement Area located in the Southeast corner of the Property, beginning at approximately coordinate N208703.78 E1554551.12, the channel of Town Branch must be relocated as represented on Exhibit A (the "Town Branch Relocation"). Grantor shall bear all cost and expenses in connection with the Town Branch Relocation and hereby agrees to begin construction and work on the Town Branch Relocation no later than March 1, 2016. Grantee agrees and acknowledges that the Trail cannot be completed in its entirety prior to the Town Branch Relocation.

(b) Temporary Construction Easement - Grantor

Grantee, for itself and for its successors and assigns, hereby conveys and grants to Grantor, its successors and assigns, 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 385, Cabinet N, Slide 513, of the Lexington Fayette County Clerk's office, and identified as Parcel D on Exhibit A, 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 A, 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 movement of a work force, over, upon and across the described easement, together with 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, Grantee acknowledges and agrees 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 will not be required to replace trees and shrubs in the Grantor Temporary Construction Easement Area.

(c) Temporary Construction Easement - Grantee

Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Grantee Temporary Construction Easement") over, under, in, along, across a portion of 400 Alexandria Drive, Lexington, KY (as described above) and identified as Parcel H on Exhibit A, 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 Grantee Temporary Easement Area 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.

Article V. Enforcement; Liability Issues

5.01 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 and Article III 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.

5.02 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.

5.03 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).

5.04 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.

5.05 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).

5.06 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. Grantor agree 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.

5.07 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 VI. Miscellaneous

6.01 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.

6.02 Binding Agreement

This Agreement is a servitude running with the land binding upon the undersigned Grantor and, upon recordation in the Public Records, all subsequent Grantors of the Easement Area or any portion of the Easement Area are bound by its terms. Subject to such limitations (if any) on Grantee's right to assign as may be set forth in this Agreement, this Agreement binds and benefits Grantor and Grantee and their respective personal representatives, successors and assigns.

6.03 Governing Law

The laws of the Commonwealth of Kentucky govern this Agreement.

6.04 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 all Persons 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.

6.05 Incorporation by Reference

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

6.06 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.

6.07 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.

6.08 Counterparts

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

6.09 Entire Agreement

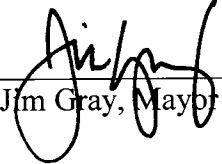
This is the entire agreement of Grantor, Grantee and any Beneficiary pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, Grantee, and others pertaining to the transaction set forth in this Agreement.

6.10 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.

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.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

By: 
Jim Gray, Mayor

R. J. CORMAN RAILROAD
PROPERTY, LLC

By: R.J. Corman Railroad Group, LLC
Sole Member

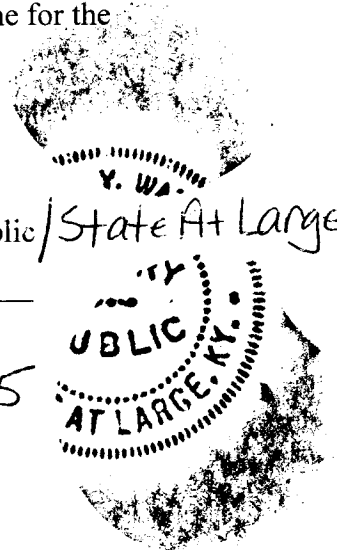
By: 
Fred Mudge, Chairman of the Board

COMMONWEALTH OF KENTUCKY:
COUNTY OF _____ :

On this 22nd day of September, 2014, Fred Mudge, Chairman of the Board of R.J. CORMAN RAILROAD GROUP, LLC, sole Member of R.J. CORMAN RAILROAD PROPERTY, LLC, personally appeared, and known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marla Y. Ward, Notary Public / State At Large
Print Name: Marla Ward
ID # 447721
Comm Exp: 7-26-2015



COMMONWEALTH OF KENTUCKY:
COUNTY OF _____ :

ON THIS DAY 25th before me, the undersigned officer, personally appeared
Jim Gray, who acknowledged him/herself to be the
Mayor of the LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT, and that he/she as such officer, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the name of the corporation
by her/himself as such officer.

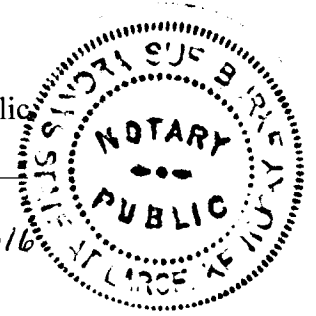
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sandra Sue Burke, Notary Public

Print Name: Sandra Sue Burke

I.D.# 465649

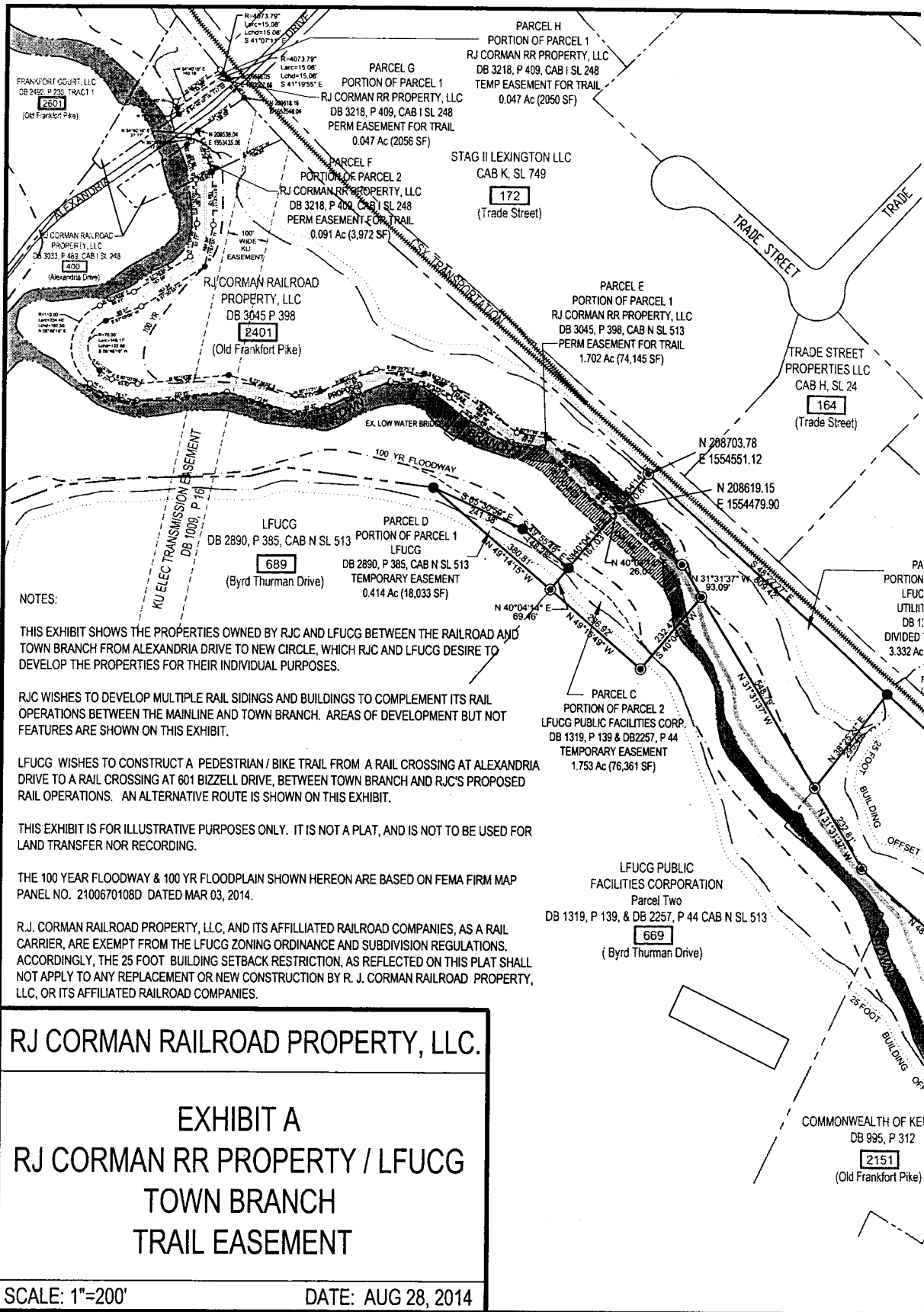
Commission expires 4/30/2016



This instrument was prepared by:
Moynahan, Irvin & Mooney, PSC
110 North Main Street
Nicholasville, Kentucky 40356
9859) 887-1200

By:

[Signature]
John W. Walters, Jr.



NOTES:

THIS EXHIBIT SHOWS THE PROPERTIES OWNED BY RJC AND LFUGC BETWEEN THE RAILROAD AND TOWN BRANCH FROM ALEXANDRIA DRIVE TO NEW CIRCLE, WHICH RJC AND LFUGC DESIRE TO DEVELOP THE PROPERTIES FOR THEIR INDIVIDUAL PURPOSES.

RJC WISHES TO DEVELOP MULTIPLE RAIL SIDINGS AND BUILDINGS TO COMPLEMENT ITS RAIL OPERATIONS BETWEEN THE MAINLINE AND TOWN BRANCH. AREAS OF DEVELOPMENT BUT NOT FEATURES ARE SHOWN ON THIS EXHIBIT.

LFUGC WISHES TO CONSTRUCT A PEDESTRIAN / BIKE TRAIL FROM A RAIL CROSSING AT ALEXANDRIA DRIVE TO A RAIL CROSSING AT 601 BIZZELL DRIVE, BETWEEN TOWN BRANCH AND RJC'S PROPOSED RAIL OPERATIONS. AN ALTERNATIVE ROUTE IS SHOWN ON THIS EXHIBIT.

THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY. IT IS NOT A PLAT, AND IS NOT TO BE USED FOR LAND TRANSFER NOR RECORDING.

THE 100 YEAR FLOODWAY & 100 YR FLOODPLAIN SHOWN HEREON ARE BASED ON FEMA FIRM MAP PANEL NO. 2100670108D DATED MAR 03, 2014.

R.J. CORMAN RAILROAD PROPERTY, LLC, AND ITS AFFILIATED RAILROAD COMPANIES, AS A RAIL CARRIER, ARE EXEMPT FROM THE LFUGC ZONING ORDINANCE AND SUBDIVISION REGULATIONS. ACCORDINGLY, THE 25 FOOT BUILDING SETBACK RESTRICTION, AS REFLECTED ON THIS PLAT SHALL NOT APPLY TO ANY REPLACEMENT OR NEW CONSTRUCTION BY R. J. CORMAN RAILROAD PROPERTY, LLC, OR ITS AFFILIATED RAILROAD COMPANIES.

RJ CORMAN RAILROAD PROPERTY, LLC.

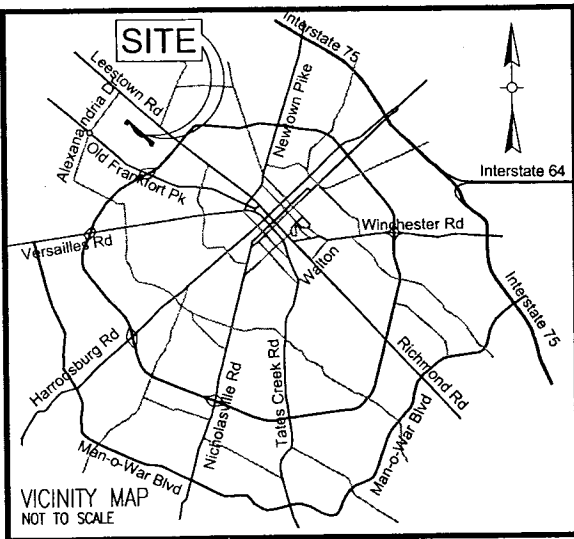
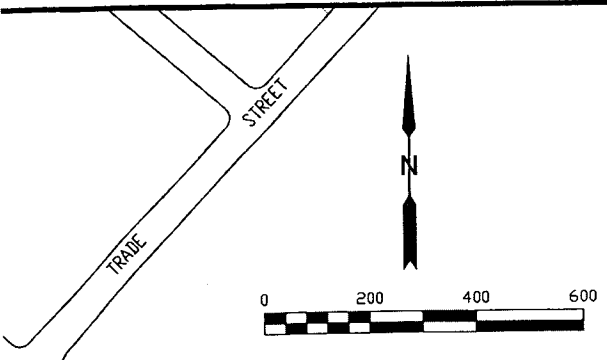
EXHIBIT A

RJ CORMAN RR PROPERTY / LFUGC

TOWN BRANCH

TRAIL EASEMENT

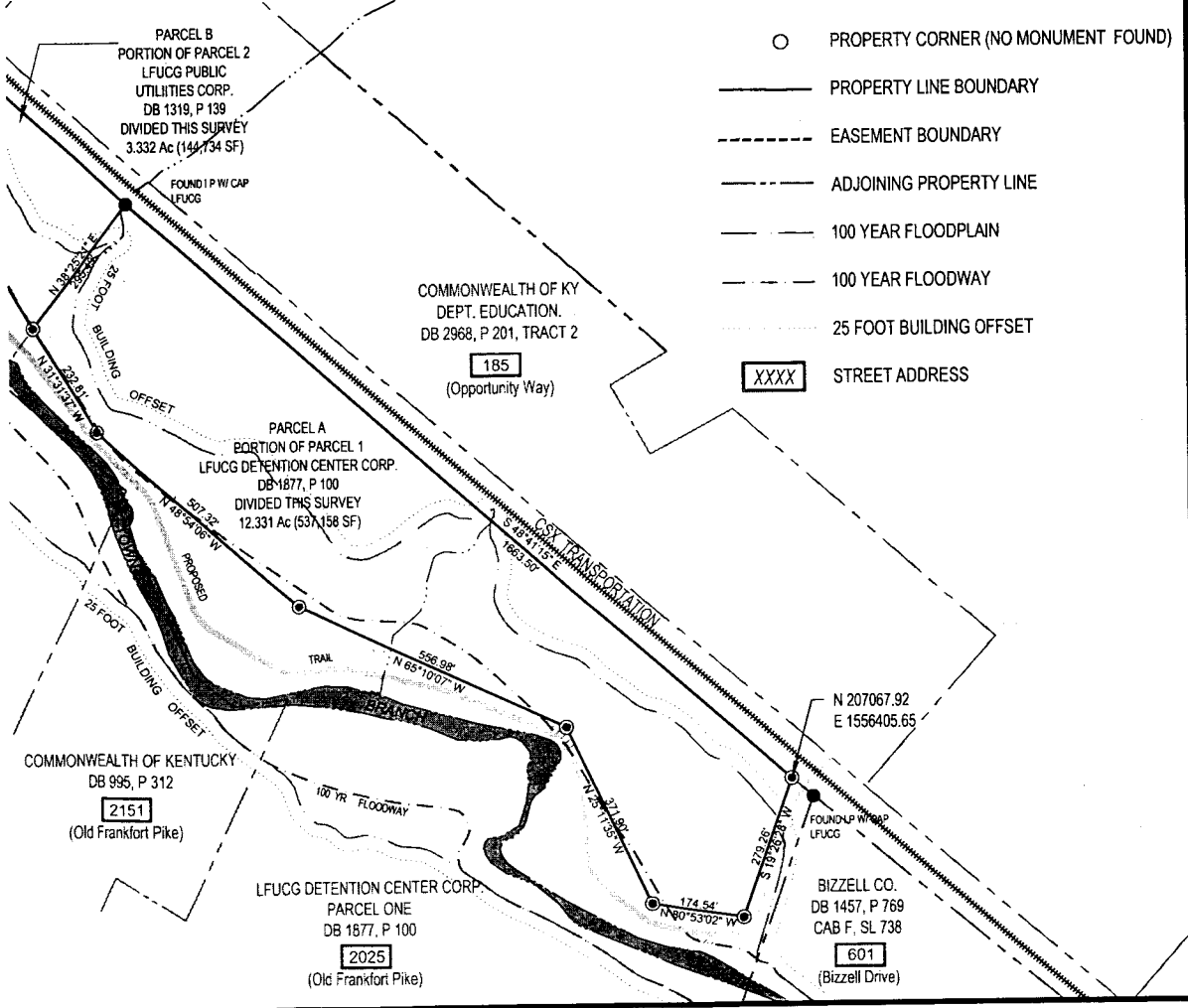
SCALE: 1"=200' DATE: AUG 28, 2014



JADE STREET
 OPERTIES LLC
 AB H, SL 24
 164
 Trade Street)

LEGEND

- FOUND MONUMENT CORNER
- ⊙ #4 REBAR 18" LONG SET w/ YELLOW PLASTIC CAP STAMPED WILLIAMS LLS 2233
- PROPERTY CORNER (NO MONUMENT FOUND)
- PROPERTY LINE BOUNDARY
- - - EASEMENT BOUNDARY
- - - ADJOINING PROPERTY LINE
- - - 100 YEAR FLOODPLAIN
- - - 100 YEAR FLOODWAY
- - - 25 FOOT BUILDING OFFSET
- XXXX STREET ADDRESS



COMMONWEALTH OF KENTUCKY
 DB 995, P 312
 2151
 (Old Frankfort Pike)

LFUCG DETENTION CENTER CORP.
 PARCEL ONE
 DB 1877, P 100
 2025
 (Old Frankfort Pike)

N 207067.92
 E 1556405.65

BIZZELL CO.
 DB 1457, P 769
 CAB F. SL 738
 601
 (Bizzell Drive)

Parcel A

A certain Parcel of land in Fayette County, Kentucky situated on the north bank of Town Branch east of Alexandria Drive, and more particularly described as follows:

Beginning at an iron pin with plastic cap stamped "LFUCG" found this survey in the south right-of-way line of the CSXT Railroad, said point being a corner to Lexington-Fayette Urban County Government Public Facilities Corporation Parcel 2 recorded in Deed Book 1319, Page 139 and Deed Book 2257, Page 44 and Plat Cabinet N, Slide 513;

thence with the south right-of-way line of the CSXT Railroad, South $48^{\circ} 41' 15''$ East 1663.50 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence South $19^{\circ} 26' 28''$ West 279.26 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North $80^{\circ} 53' 02''$ West 174.54 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North $25^{\circ} 11' 36''$ West 371.90 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North $65^{\circ} 10' 07''$ West 556.98 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North $48^{\circ} 54' 06''$ West 507.32 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North $31^{\circ} 31' 37''$ West 232.81 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence with the LFUCG Public Facilities line North $38^{\circ} 25' 21''$ East 295.49 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey, and the point of beginning, containing 12.331 acres (537,158 square feet).

Being a portion of Parcel 1 conveyed to Lexington-Fayette Urban County Government Detention Center Corporation by deed dated October 15, 1996 of record in Deed Book 1877, Page 100 in the Fayette County Clerk's Office.

Parcel B

A certain Parcel of land in Fayette County, Kentucky situated on Town Branch east of Alexandria Drive, and more particularly described as follows:

Beginning at an iron pin with plastic cap stamped "LFUCG" found this survey in the south right-of-way line of the CSXT Railroad, said point being a corner to Lexington-Fayette Urban County Government Detention Center Corporation, Deed Book 1877, Page 100;

thence with the LFUCG Urban County Government Detention Center Corporation line South $38^{\circ} 25' 21''$ West 295.49 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North $31^{\circ} 31' 37''$ West 548.79 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North $31^{\circ} 31' 37''$ West 93.09 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North $48^{\circ} 48' 25''$ West 208.60 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey in the line of R. J. Corman Railroad Property, LLC, Deed Book 3045, Page 398;

thence with the R. J. Corman Railroad Property, LLC line North $40^{\circ} 04' 14''$ East 110.61 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey, said point being a corner to the CSXT Railroad;

thence with the CSXT Railroad right-of-way South $48^{\circ} 22' 27''$ East 809.42 feet to an iron pin with plastic cap stamped "LFUCG" found this survey, and the point of beginning, containing 3.332 acres (144,734 square feet).

Being a portion of Parcel 2 conveyed to Lexington-Fayette Urban County Government Public Facilities Corporation by deed dated July 15, 1983 of record in Deed Book 1319, Page 139 and Deed Book 2257, Page 44 and Plat Cabinet N, Slide 513 in the Fayette County Clerk's Office.

Parcel C

A certain Parcel of land in Fayette County, Kentucky situated on Town Branch east of Alexandria Drive, and more particularly described as follows:

Beginning at a #4 steel rebar with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey, said point being a corner to R.J. Corman Railroad Property, LLC, Deed Book 3045, Page 398 and to Lexington Fayette County Government, Deed Book 2890, Page 385, Plat Cabinet N, Slide 513;

thence with the R.J. Corman Railroad Property, LLC line North 40° 04' 14" East 193.04 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey, said point being a corner to Parcel B of this conveyance;

thence South 48° 48' 25" East 208.60 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence South 31° 31' 37" East 93.09 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence South 40° 04' 14" West 232.47 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North 49° 15' 49" West 296.92 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey in the line of Lexington-Fayette Urban County Government, Deed Book 2890, Page 385, Cabinet N, Slide 513;

thence with the Lexington-Fayette Urban County Government line North 40° 04' 14" East 69.461 feet to an iron pin with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey, and the point of beginning, containing 1.753 acres (76,361 square feet).

Being a portion of Parcel 2 conveyed to Lexington-Fayette Urban County Government Public Facilities Corporation by deed dated July 15, 1983 of record in Deed Book 1319, Page 139 and Plat Cabinet N, Slide 513 in the Fayette County Clerk's Office.

Parcel D

A certain Parcel of land in Fayette County, Kentucky situated on Town Branch east of Alexandria Drive, and more particularly described as follows:

Beginning at an iron pin with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey, said point being a corner to R.J. Corman Railroad Property, LLC, Deed Book 3045, Page 398 and to Lexington-Fayette County Government Public Facilities Corporation Deed Book 1319, Page 139 and Deed Book 2257, Page 44 and Cabinet N, Slide 513;

thence with the LFUCG Public Facilities Corporation line South 40° 04' 14" West 69.46 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey, said point being a corner to Parcel C of this conveyance;

thence North 49° 14' 15" West 380.81 feet to an iron pin with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey, said point a corner to R. J. Corman Railroad Property, LLC, Deed Book 3045, Page 398;

thence with the line of R. J. Corman Railroad Property, LLC South 65° 30' 59" East 241.38 feet to an iron pin with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey;

thence with the line of R. J. Corman Railroad Property South 49° 55' 46" East 148.28 feet to a #4 steel rebar with plastic cap stamped "PLS 3185 CHAMBLISS found this survey, and the point of beginning, containing 0.414 acres (18,033 square feet).

Being a portion of Parcel 1 conveyed to Lexington-Fayette Urban County Government by deed dated July 31, 2009, of record in Deed Book 2890, Page 385 and Plat Cabinet N, Slide 513 in the Fayette County Clerk's Office.

PARCEL E

A certain Parcel of land in Fayette County, Kentucky situated on the north bank of Town Branch east of Alexandria Drive, and more particularly described as follows:

Beginning at a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey in the southeast line of Parcel 2 of the R. J. Corman Railroad Property, LLC, Deed Book 3218, Page 409 and Plat I, Slide 248, said point being a corner to Parcel F conveyed by this easement and said point being South 64° 50' 10" East 189.84 feet from a corner to CSXT 's southwest right-of-way and Parcel 2;

thence South 01° 42' 11" East 130.10 feet to a corner;

thence South 11° 07' 55" West 104.54 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey;

thence South 57° 50' 55" West 183.34 feet to a corner;

thence South 67° 49' 08" West 93.31 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey;

thence along a curve to the left 149.17 feet with radius 70.00 feet and a chord bearing South 06° 46' 19" West 122.50 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey;

thence South 54° 16' 29" East 37.27 feet to a corner;

thence South 80° 00' 06" East 63.82 feet to a corner;

thence North 84° 18' 09" East 225.24 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey;

thence South 73° 38' 03" East 172.13 feet to a corner;

thence North 80° 11' 21" East 62.47 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey;

thence North 68° 27' 37" East 147.62 feet to a corner;

thence South 85° 26' 25" East 118.78 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey;

thence South 64° 53' 37" East 83.69 feet to a corner;

thence South 54° 42' 52" East 185.94 feet to a corner;

thence South 80° 07' 59" East 78.70 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey;

thence South 44° 11' 45" East 150.29 feet to a corner;

thence South 48° 48' 25" East 95.62 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" found this survey, a corner to Parcel B conveyed to R. J. Corman Railroad Property, LLC from LFUCG Public Facilities Corporation Deed Book _____, Page _____, Cabinet _____, Slide _____, said parcel being a portion of Parcel 2 recorded in Deed Book 1319, P 139, Cabinet N Slide 513;

thence with the said line of Parcel 2, South 40° 04' 14" West 26.01 feet to corner;

thence North 48° 48' 25" West 97.19 feet to a corner;

thence North 44° 11' 45" West 144.60 feet to a corner;

thence North 80° 07' 59" West 77.72 feet to a corner;

thence North 54° 42' 52" West 187.08 feet to a corner;

thence North 64° 53' 37" West 77.13 feet to a corner;

thence North 85° 26' 25" West 74.56 feet to a corner;

thence South 68° 27' 37" West 168.13 feet to a corner;

thence South 79° 15' 12" West 82.37 feet to a corner;

thence North 73° 38' 03" West 173.64 feet to a corner;

thence South 84° 18' 09" West 222.95 feet to a corner;

thence North 80° 00' 06" West 78.47 feet to a corner;

thence North 54° 16' 29" West 46.41 feet to corner;

thence along a curve to the right 234.40 feet with radius 110.00 feet and a chord bearing North 06° 46' 19" East 192.50 feet to a corner;

thence North 67° 49' 08" East 89.82 feet to a corner;

thence North 57° 50' 55" East 162.58 feet to a corner;

thence North 11° 07' 55" East 82.77 feet to a corner;

thence North 01° 42' 05" West 108.24 feet to a corner; said point being a corner to Parcel F conveyed by this easement, and said point being in the line of Parcel 2 of R. J. Corman Railroad Property, LLC, Deed Book 3218, Page 409;

thence with the line of said Parcel 2, North 64° 50' 10" East 43.60 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey, and the point of beginning, containing 1.702 acres (74,145 SF).

Being a portion of Tracts 1 and 2 conveyed to R. J. Corman Railroad Property, LLC by the PBI Bank, Inc. by deed dated December 12, 2011 of record in Deed Book 3045, Page 398 in the Fayette County Clerk's Office.

PARCEL F

A certain Parcel of land in Fayette County, Kentucky situated on the north bank of Town Branch east of Alexandria Drive, and more particularly described as follows:

Beginning at a #4 rebar with plastic cap Stamped "WILLIAMS LLS 2233" set this survey in the southeast right-of-way line of Alexandria Drive, said point being 30 feet southeast from the centerline of Alexandria Drive and South 54° 40' 10" East 138.50 feet from a #4 steel rebar found in the CSXT's southwest right-of-way line and corner to Parcel 2 of the parent tract;

thence South 19° 27' 56" East 107.25 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey, said point being in the line of Parcel 2;

thence with the Parcel 2 property line South 64° 50' 10" West 43.60 feet to a corner;

thence North 15° 18' 40" West 88.84 to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey, said point being 42 feet southeast the centerline of Alexandria Drive and in the line of the Lexington Fayette Urban County Government, Parcel 1, Deed Book 1573, Page 732, Plat Cabinet "I", Slide 248;

thence three calls with the line of Lexington Fayette Urban County Government:

North 54° 40' 10" East 14.06 feet to a corner, said corner 199.51 feet right of the centerline of the main track Valuation Station 4945+12.4;

North 35° 19' 50" West 12.00 feet to a point in the southeast right-of-way line of Alexandria Drive, said point being 30 feet from the centerline of Alexandria Drive and 198.10 feet right of the centerline of the main track Valuation Station 4945+01.43;

North 54° 40' 10" East 27.77 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey, said point being thirty (30.00) feet from the centerline of Alexandria Drive and the beginning, containing 0.091 acres (3.972 SF).

Being a portion of Parcel 2 conveyed to R. J. Corman Railroad Property, LLC by the R. J. Corman Railroad Group, LLC dated February 25, 2014 of record in Deed Book 3218, Page 409 and shown on Plat Cabinet I, Slide 248 in the Fayette County Clerk's Office.

PARCEL G.

A certain Parcel of land in Fayette County, Kentucky situated on the north bank of Town Branch west of Alexandria Drive, and more particularly described as follows:

Beginning at a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233" found in the CSXT's southwest right-of-way line, said point being in the northwest right-of-way line of Alexandria Drive and 30 feet from the centerline of Alexandria Drive said point being a corner to Parcel 1 of the parent tract;

thence with the northwest right-of-way of Alexandria Drive thirty South $54^{\circ} 40' 10''$ West 147.22 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey, said point being thirty (30.00) feet from the centerline of Alexandria Drive,

thence North $15^{\circ} 18' 40''$ West 15.96 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey, said point being forty five (45.00) feet from the centerline of Alexandria Drive;

thence North $54^{\circ} 40' 10''$ East 140.18 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey in the CSXT's southwest right-of way line, said point being thirty three (33.00) feet from the centerline of said main track and forty five (45.00) feet from the centerline of Alexandria Drive;

thence with CSXT's southwest right-of-way line a curve to the left 15.08 feet with radius 4073.79 feet having a 15.08 feet chord with a bearing of South $41^{\circ} 19' 55''$ East to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" found this survey, and the point of beginning, containing 0.047 acres (2,056 square feet).

Being a portion of Parcel 1 conveyed to R. J. Corman Railroad Property, LLC by the R. J. Corman Railroad Group, LLC dated February 25, 2014 of record in Deed Book 3218, Page 409 and Plat Cabinet I, Slide 248 in the Fayette County Clerk's Office.

Parcel H

A certain Parcel of land in Fayette County, Kentucky situated on the north bank of Town Branch west of Alexandria Drive, and more particularly described as follows:

Beginning at a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey, said point being a corner to Parcel G in the southwest right-of-way line of the CSXT Railroad, said point being thirty three (33.00) feet from the centerline of said main track and forty five (45.00) feet from the centerline of Alexandria Drive;

thence South $54^{\circ} 40' 10''$ West 140.18 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey, said point being forty five (45.00) feet from the centerline of Alexandria Drive and a corner to Parcel G;

thence North $15^{\circ} 18' 40''$ West 15.96 feet to corner, said point being sixty (60.00) feet from the centerline of Alexandria Drive;

thence North $54^{\circ} 40' 10''$ East 133.20 feet to a corner in the railroad's southwest right-of-way line, said point being thirty three (33.00) feet from the centerline of said main track and sixty (60.00) feet from the centerline of Alexandria Drive;

thence with the railroad's southwest right-of-way line a curve to the left 15.08 feet with radius 4073.79 feet having a 15.08 feet chord with a bearing of South $41^{\circ} 07' 11''$ East to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233" set this survey, and the point of beginning, containing 0.047 acres (2,056 square feet).

Being a portion of Parcel 1 conveyed to R. J. Corman Railroad Property, LLC by the R. J. Corman Railroad Group, LLC dated February 25, 2014 of record in Deed Book 3218, Page 409 and shown on Plat Cabinet I, Slide 248 in the Fayette County Clerk's Office.

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: SHEA BROWN ,dc

201410030003

October 3, 2014 8:31:08 AM

Fees	\$77.00	Tax	\$0.00
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Total Paid	\$77.00
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24 Pages

612 - 635



Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Gray
Mayor

Janet M. Graham
Commissioner

To: Meredith Nelson, Council Clerk
Council Clerk's Office

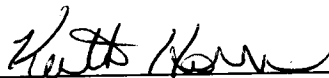
From: Department of Law

Date: November 18, 2014

Re: Special Warranty Deed and Consideration Certificate and Easement
Agreement
Log No. 13-CC0789

Enclosed is a copy of the recorded Special Warranty Deed and Consideration Certificate and original Easement Agreement related to Resolution No. 161-2014. Please file these documents with this authorizing legislation.

If you have any questions, please let me know.



Keith Horn
Managing Attorney

00460189