

AMENDMENT

THIS AMENDMENT, made and effective as of April 26, 2013, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Kentucky, whose mailing address is 125 Lisle Industrial Avenue Suite 180, Lexington, Kentucky 40511, hereinafter called "Licensee," WITNESSETH

WHEREAS, by agreement dated September 24, 1957 (the "Agreement"), Licensor provided Licensee the right to construct and maintain certain pipelines (the "Facilities") upon or over the right-of-way or lands of the Railroad Company at or near Lexington, Fayette County, Kentucky (the "Encroachment") and;

WHEREAS, Licensee desires to amend the Agreement to relocate and abandoned existing sewer line;

WHEREAS, Licensor is agreeable to relocation and abandonment subject to the terms and conditions of the Agreement;

NOW THEREFORE, this Amendment will serve to amend the Agreement, between Licensor and Licensee, as follows:

The term Facilities is hereby amended to include the following:

1. Relocate existing sewer line and abandon. Existing pipe to be discontinued in place and grouted according to CSX Transportation's specifications; Milepost 00W 97.33.

hereinafter, collectively, called the "Encroachment," as shown on print(s) labeled Exhibit "B," attached hereto and made a part hereof; other details and data pertaining to said Facilities being as indicated on Exhibit "A," also attached hereto and made a part hereof;

2. Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee.

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

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

CSX TRANSPORTATION, INC.

**LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

RAILROAD PROTECTION RIDER

This Rider is and shall be a part of Agreement No. LN 008520002, and is incorporated therein.

1. Licensor has conveyed its interest in only the track(s) facilities where the Encroachment is located to (hereinafter, the “Railroad Company”).
2. The provisions of this Rider shall be in addition to, and not in lieu of the provisions of the Agreement to which this Rider is appended.
3. No entry onto Licensor’s property by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, is permitted until Licensee, after giving at least thirty (30) days advance written notice, schedules the installation with, and receives approval from the Railroad Company, shown below:

RJ. Corman Group
Janet Sue Hammond
Funded Projects Coordinator
Direct: 859-881-2463
janet.hammond@rjcorman.com

In addition, the RPL insurance policy required under Section 4 shall name Railroad Company as the named insured, instead of Licensor. The RPL insurance policy requirements listed in Section 4 are hereby only offered as suggestions on behalf of the Railroad Company. The Railroad Company reserves the right to alter, revised, or change the provisions and/or monetary coverage limits of the required RPL insurance policy. The RPL insurance policy shall be sent to the Railroad Company for review and approval. No entry onto the corridor is permitted until Railroad Company issues its written approval of said RPL policy to Licensor.