

R-011-2022

C-005-2022

TEMPORARY LAND USE LICENSE AGREEMENT

This Temporary Land Use License Agreement ("Agreement"), is made and entered into this 31 day of January 2022, by and between LEXMARK INTERNATIONAL, INC., a Delaware Corporation, whose address is 740 New Circle Road, NW, Lexington, Kentucky 40507 ("Licensor"), and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, 200 East Main Street, Lexington, Kentucky 40507 ("Licensee").

Licensor does now grant to Licensee a Temporary Land Use License (a "Temporary License") for a limited term in the following described lands, subject to all of the terms and conditions of this Agreement, and subject to all of the terms and conditions, to the extent relevant to the purposes of this Temporary License, of the Grant of Easement between the Parties of record in Deed Book 2937, Page 1, in the Fayette County, Kentucky, Clerk's Office (the "Permanent Easement Agreement"), which are, accordingly, incorporated herein by reference.

The purpose of this Temporary License is to allow the Licensee to create a temporary detour for the Legacy Trail on part of Licensor's property required for and related to the construction of a wet weather storage tank by Licensee on adjacent property that requires a temporary closure of a portion of the trail. The detour is shown with an orange dashed line on the attached Exhibit A hereto (the "Temporary Trail").

The grant of the Temporary License is subject to and Licensee does hereby acknowledge and agree that:

- (i) Except for such signage as is designated on Exhibit A, Licensee shall make

no additions, modifications or changes within the area of the Temporary Trail or of any other property of Licensor;

- (ii) Licensee shall keep the Temporary Trail, in good order and repair, including any signs, lights or other equipment installed in connection therewith;
- (iii) Licensee shall repair and/or restore any damage to the property of Licensor arising out of or occasioned by the use of the Temporary Trail by Licensee and/or the exercise of the Temporary License granted hereby;
- (iv) Except as expressly modified herein or inapplicable by its terms, all terms and conditions of the Permanent Easement Agreement shall apply to the Temporary License granted by this Agreement; specifically including, but not limited to, Section 11, related to, among other things, insurance; Section 12, related to, among other things, restoration of the property and liens; Section 13, related to, among other things, claims and indemnity; and Section 14, related to, among other things, the "as is" condition of the Temporary Trail; and
- (v) This Agreement shall not be recorded.

This Temporary License shall take effect upon Licensor and Licensee Signature and remain in full force and effect until completion of the construction effecting the Legacy Trail but in no event later than May 31, 2022, at which time the detour will be removed and the property restored to its previous condition.

The parties have signed this Temporary License, on the ___ day of January, 2022.

LICENSOR:

LEXMARK INTERNATIONAL, INC

BY: Roger L. Wallin

ITS: MANAGER, Corporate
Real Estate/site Operations

LICENSEE:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton

ITS: Mayer

**JUDY CONSTRUCTION
CREEK VIEW DR & RING RD
TRAIL CLOSURE**

SUGGESTED MAINTENANCE OF TRAFFIC
COMMENTS:
DRAWING IS NOT DRAWN TO SCALE. TRAFFIC PLAN MUST BE APPROVED BY AN ENGINEER OR GOVERNMENT OFFICIAL.
ACTUAL PLACEMENT AND SPACING OF ALL TRAFFIC CONTROL DEVICES MUST MEET A MINIMUM OF MUTCD, CURRENT
STANDARDS OR BE APPROVED BY AN ENGINEER.

Legend

- Arrel
- Safety Barrier
- Vehicle Area

