



**PADUCAH & LOUISVILLE RAILWAY
LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSING AND
LONGITUDINAL OCCUPATIONS**

THIS AGREEMENT, made and entered into _____, between Paducah & Louisville Railway Inc, a KY Corporation which has a mailing address at 200 Clark Street Paducah, Kentucky 42003 party of the first part (hereinafter called "Railroad") and Board of Education of Jefferson County, Kentucky operating as Jefferson County Public Schools, a Kentucky Corporation, having a mailing address at 3332 Newburg Road, Louisville, KY 40218, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove an underground transverse wireline crossing consisting of one (1) 6.625-inch HDPE conduit containing two (2) 1.25-inch HDPE innerducts, one of which contains one (1) 24-strand FOC on cane Run Rd DOT #296794D at Mile Post 1.3, at or near Louisville, Jefferson County, KY in accordance with construction plans and application marked Exhibit "A" submitted by Licensee to and approved by the Railroad, incorporated herein by reference; all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, the sum of \$2,050.00 as a one-time document processing fee and \$2,300.00 as a one-time fee.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purposes as outlined on Page one (1). No departure shall be made at any time therefrom except upon permission in writing granted by the Railroad, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided its statute, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Railroad, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of Licensee, to the extent permitted by applicable law, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand to the extent permitted by applicable law. The furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain written approval of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails to do so, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this license to the extent permitted by applicable law hereby release and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee that are over, under, upon, or in the property and facilities of the Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad or otherwise.

(b) And to the extent permitted by applicable law, the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or by suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(c) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, to the extent permitted by applicable law. Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills (to the extent permitted by applicable law) within thirty (30) days of the presentation thereof by Railroad.

9. Licensee shall provide the Insurance coverage as set forth in Exhibit "B", Insurance Requirements, attachment hereto. Proof of satisfactory insurance pursuant to the Insurance Requirements is necessary prior to the execution of this Agreement by Railroad.

10. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon, or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the License, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said

railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in the location and provide necessary material therefor.

11. Upon termination of the Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property, and right-of-way and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

12. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right-of-way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense thereof.

13. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

14. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

15. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purposes stated on page one (1) without the consent and agreement in writing of the Railroad being first had and obtained.

16. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privilege hereby granted shall absolutely cease and terminate.

17. This Agreement shall take effect upon execution hereof.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 15, of this Agreement.

18. Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Paducah & Louisville Railway
200 Clark Street
Paducah, Kentucky 42003
Attn: Manager – Real Estate

To Licensee: Board of Education of Jefferson County, Kentucky
3332 Newburg Road
Louisville, Kentucky 40218
Attn: Legal Department

or at such other address as the respective parties may from time to time give notice of.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-

mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

Signatures on following page

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed in duplicate and delivered as of the day and year first above written.

PADUCAH & LOUISVILLE RAILWAY, INC.
(as Railroad)

BOARD OF EDUCATION OF JEFFERSON COUNTY,
KENTUCKY
(as Licensee)

By: _____

By: _____

Name: Jason Murray

Name: _____

Title: VP Right of Way Services

Title: _____

Witness as to Railroad

Witness as to Licensee

Name:

Name: _____

Exhibit A Summary

Exhibit A on the following page

Summary Table

1.	License #	PL-VF-003
2.	Railroad	Paducah & Louisville Railway
3.	Licensee	Board of Education of Jefferson County, Kentucky
4.	Description of Work	Install an underground transverse wireline crossing consisting of one (1) 6.625-inch HDPE conduit containing two (2) 1.25-inch HDPE innerducts, one of which contains one (1) 24-strand FOC on cane Run Rd DOT #296794D at Mile Post 1.3
5.	City, County, State	Louisville, Jefferson, KY
6.	Mile Post	1.3
7.	Latitude/Longitudinal Coordinates	38.21295600000/-85.82046200000

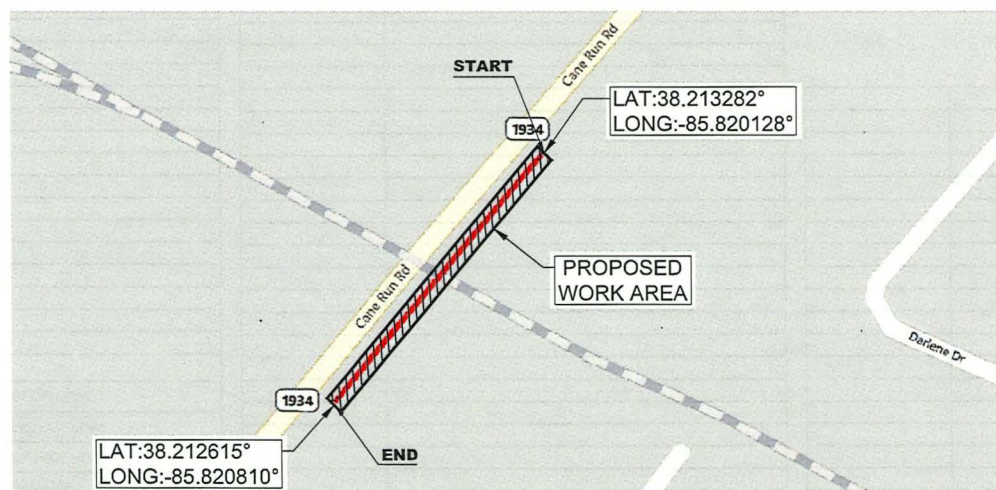
Fullerton
DESIGN DEVELOP CONSTRUCT

1100 E. WOODFIELD ROAD, SUITE 51
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 4912
www.fullerton-us.com

[illegible]

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- 918' OF (3) 1.25" HDPE SDR 11 CONDUIT
- 406' OF 24 COUNT ARMORED SMF-28 FIBER
- (2) HAND HOLES 36" x 24" x 36"
- (2) 50' SLACK LOOPS
- 306' (1) 6" HDPE CASING.

[illegible][illegible]

REV	DATE	DESCRIPTION	BY
A	12/12/25	90% REVIEW	RT
0	03/27/26	100% FINAL	INT

I HEREBY CERTIFY THAT THESE DRAWINGS WERE
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND CONTROL, AND TO THE BEST
OF MY KNOWLEDGE AND BELIEF COMPLY WITH
THE REQUIREMENTS OF ALL APPLICABLE CODES.

SEGMENT NAME

CANE RUN RD

TASK DESCRIPTION	
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UG FIBER

PROJECT AREA

LOUISVILLE, KY
JEFFERSON COUNTY

SHEET SCALE

N.T.S.

SHEET TITLE									
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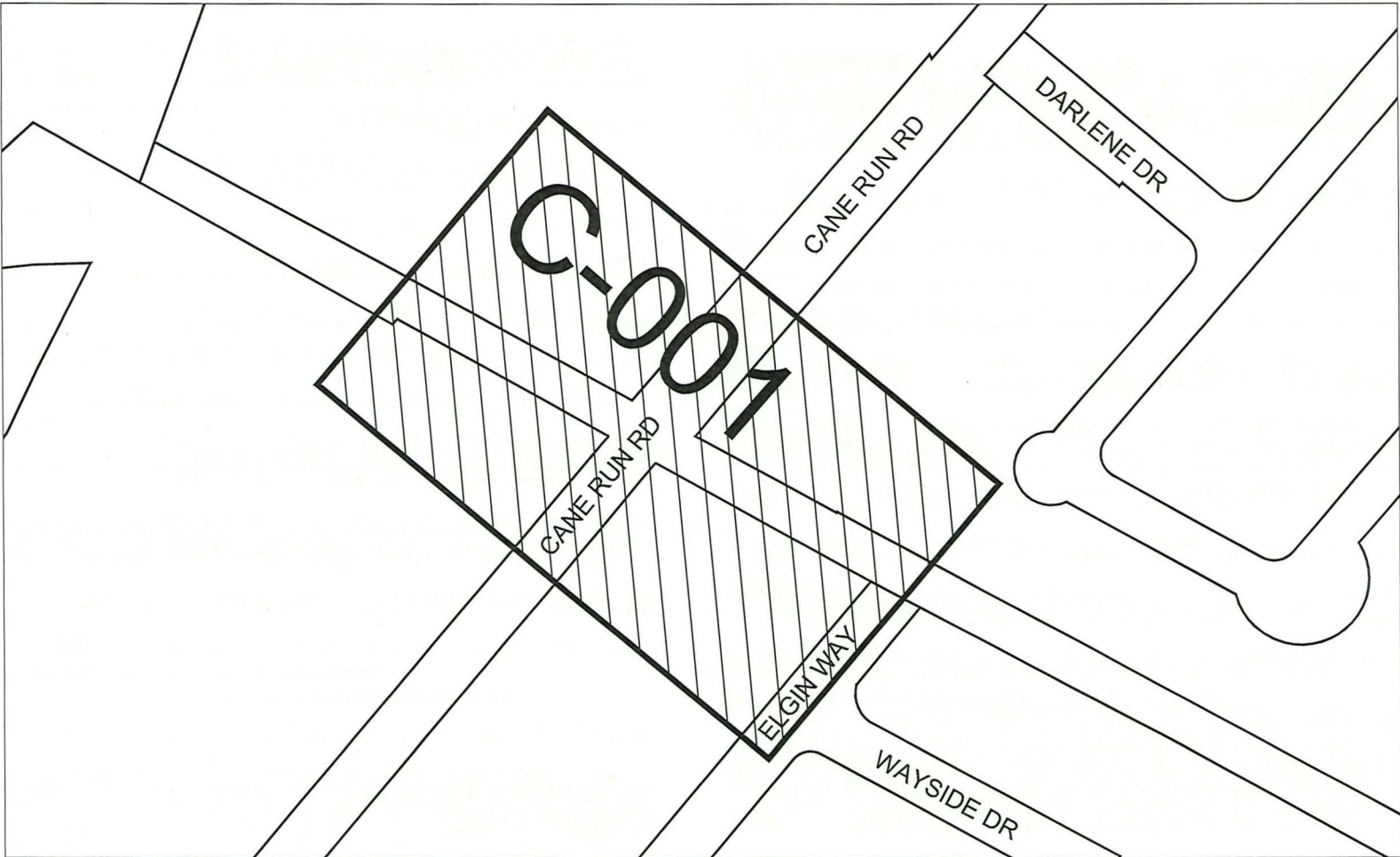
SHEET INDEX

GRID NUMBER	
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02 OF 11

SHEET NUMBER

T-2



vero
NETWORKS

Fullerton
DESIGN DEVELOP CONSTRUCT

1100 E WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 4912
www.fullerton-us.com

REV	DATE	DESCRIPTION	BY
A	12/12/25	90% REVIEW	RT
O	03/27/26	100% FINAL	INT

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.

SEGMENT NAME
CANE RUN RD
TASK DESCRIPTION
UG FIBER
PROJECT AREA
LOUISVILLE, KY JEFFERSON COUNTY
SHEET SCALE
N.T.S.
SHEET TITLE
MAP
GRID NUMBER
03 OF 11
SHEET NUMBER
MAP-1

ALL PROPOSED WORK UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE ENSUING NON-INCLUSIVE CONDITIONS:

1. THE ENCLOSED DESIGN MAY IMPLY EXISTING UTILITIES. THE UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR LOCATION. THEREFORE, ALL UTILITIES IMPLIED WITHIN THIS DOCUMENT ARE TO BE REFERRED TO AS A "REFERENCE TOOL". IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND/OR ITS SUBCONTRACTOR TO VERIFY THESE UTILITIES USING ANY AND ALL METHODS AND INSTRUMENTS AVAILABLE IF/WHEN NECESSARY. FULLERTON CANNOT IN GOOD FAITH GUARANTEE UTILITY LOCATIONS, ANY AND ALL DOCUMENTATION ON EXISTING UTILITIES HAS BEEN IMPLIED UTILIZING INFORMATION RETRIEVAL PROCESSES FROM EACH JURISDICTION INVOLVED (STATE, COUNTY AND/OR MUNICIPALITY, TO INCLUDE OTHERS).
2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE ALL CONDUITS ARE PLACED WITHIN THE GIVEN & DEDICATED SPACE LICENSED FOR THIS PARTICULAR CLIENT. FULLERTON ENGINEERING CONSULTANTS, INC. (FULLERTON) WAS NOT RETAINED FOR THE PURPOSE OF SUPPORTING A SURVEY OF THE AREA AND PROPERTY BOUNDARIES, THEREFORE FULLERTON CAN NOT AND WILL NOT SUPPORT THE ACCURACY OF ANY IMPLIED BOUNDARY (I.E. PUBLIC WAY, PRIVATE PROPERTY, EASEMENT ETC.) NOR IS IT TO BE ASSUMED THAT THE SALE OF PROPERTIES HAS NOT OCCURRED DURING & AFTER FULLERTON'S RESPONSIBILITIES FOR THIS PROJECT HAVE PAST. ALL BOUNDARIES, EASEMENTS, PROPERTY LINES, ETC. ARE TO BE USED AS A GUIDELINE OR REFERENCE AND SHOULD NOT BE TAKEN LITERALLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ASSOCIATED BOUNDARIES SURVEY STAKED IF SO QUESTIONED. ALL ASPECTS OF BOUNDARIES IMPLIED HEREIN, HAVE BEEN DERIVED THROUGH AVAILABLE MEDIA SUCH AS BUT NOT LIMITED TO (SIDWELL, GOOGLE EARTH PRO, MUNICIPAL, STATE, COUNTY, GIS, AND OTHER RECORD TYPES). FULLERTON DOES NOT AGREE NOR DISAGREE WITH THE ABOVE-MENTIONED RECORDS AS THEY ARE USED JUST A REFERENCE TOOL.
3. ALL BURIED OBSTRUCTIONS KNOWN BY FULLERTON ARE SHOWN ON THE CONSTRUCTION DRAWINGS, ANY AND ALL OTHERS ENCOUNTERED DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY.
5. SHORING MAY BE REQUIRED AND SHALL COMPLY TO O.S.H.A. STANDARDS.
6. ALL BURIED CONDUIT/CABLE WILL BE PLACED AT 42" MINIMUM COVER UNLESS SPECIFIED OR OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS.
7. ANY AND ALL IMPROVEMENTS, IF DAMAGED, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION. THIS INCLUDES BUT IS NOT LIMITED TO: ASPHALT, CONCRETE PAVEMENT, CURBS, GUTTERS, SIDEWALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC..
8. ALL FIBER INSTALLATIONS SHALL OBSERVE A MINIMUM DYNAMIC BEND RADIUS OF 20X THE CABLE DIAMETER FOR ALL OSP FIBER SHEATHS AND 15X THE CABLE DIAMETER FOR ALL ISP FIBER SHEATHS. ADDITIONALLY, ALL INSTALLATIONS SHALL OBSERVE A MINIMUM STATIC BEND RADIUS OF 15X THE CABLE DIAMETER FOR ALL OSP FIBER SHEATHS AND 10X THE CABLE DIAMETER FOR ALL ISP FIBER SHEATHS. IF THE MANUFACTURER'S SPECIFICATIONS FOR BEND RADIUS ARE GREATER, THEN THEY SHALL BE FOLLOWED.
9. ALL NEW METALLIC AERIAL STRAND SHALL BE BONDED/GROUNDED (PREFERABLY TO THE POWER COMPANY NEUTRAL) PER LOCAL REQUIREMENTS. AT A MINIMUM, THE BONDING/GROUNDING PATTERN SHALL BE THE FIRST AND LAST POLE OF A RUN AND EVERY TENTH POLE IN THE RUN. SHOULD ONE OF THESE DESIGNATED POLES SUPPORT A POWER TRANSFORMER, THE POLES ON EITHER SIDE OF SAID POLE SHALL BE BONDED/GROUNDED AND THE PATTERN SHOULD CONTINUE EVERY TENTH POLE FROM THAT STARTING POINT.
10. ALL AERIAL FIBER OPTIC CABLES SHALL BE SECURELY LASHED TO AERIAL STRAND BY METHOD OF MECHANICAL LASHING CARRIAGE OR APPROVED EQUAL.
11. ALL FIBER OPTIC CABLES INSTALLED BELOW GRADE SHALL BE OF AN ARMORED VARIETY WITH METALLIC INNER SHEATH, OR BE PLACED WITH A METALLIC LOCATING WIRE TO FACILITATE FUTURE LOCATING SERVICES.
12. ALL CONDUIT OR DUCT CONSTRUCTION SHALL INCLUDE THE PLACEMENT OF PULLING TAPE OF SUFFICIENT SIZE AND GRADE TO FACILITATE THE INSTALLATION OF THE SPECIFIED FIBER TYPE THROUGH CONDUIT BEING UTILIZED (JETLINE USE TO BE APPROVED BY CLIENT).
13. ALL FUSION SPLICING SHALL BE COMPLETED BY A QUALIFIED FIBER SPICER IN A CLEAN TEMPERATURE CONTROLLED TRUCK, TRAILER, OR SHELTER SPECIFICALLY TOOLED OR DESIGNED FOR THE PURPOSE OF FUSION SPLICING FIBER OPTIC CABLES IN A FIELD ENVIRONMENT.
14. ALL MECHANICAL SPLICES AND FACTORY ENDS SHALL BE KEPT CLEAN AND FREE FROM DUST, DIRT, OILS, AND SMEARS. CARE SHOULD BE TAKEN TO MATCH POLISH TYPES ON FACTORY ENDS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIONS TO WORK IDENTIFIED AS UNACCEPTABLE BY CLIENT, ENGINEER, OR INSPECTOR, DURING SITE INSPECTION ACTIVITIES AND/OR AS A RESULT OF TESTING. CONTRACTOR SHALL ALSO PROVIDE ALL AS-BUILT INFORMATION UPON COMPLETION OF INSPECTION.
16. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH. AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE FROM THE SITE ALL REMAINING RUBBISH, IMPLEMENTS, TEMPORARY FACILITIES, AND SURPLUS MATERIALS. CONTRACTOR TO RETURN SITE TO PREVIOUS OR BETTER CONDITION.
17. DRAWINGS ARE INTENDED TO SHOW DESIGN INTENT. CONTRACTOR SHALL PROVIDE MATERIALS AND LABOR AS REQUIRED TO PRODUCE A COMPLETE AND FUNCTIONING SYSTEM WHILE MEETING ALL CODES AND SPECIFICATIONS. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS. SUCH MODIFICATIONS SHALL BE INCLUDED IN THE WORK. SAID DESIGN IS INTENDED TO AVOID DISRUPTION OF ANY HANDICAP RAMPS OR STRUCTURES AS DESCRIBED PER THE AMERICANS WITH DISABILITIES ACT OF 1990.

18. CONTRACTOR SHALL WORK WITH CLIENT TO IDENTIFY ALL CONTRACTOR SUPPLIED MATERIALS TO CONSTRUCT NETWORK PER SPECIFICATIONS.
19. FULLERTON HAS SUPPLIED BILL OF MATERIALS AS A GUIDELINE FOR CONSTRUCTION. CONTRACTOR SHOULD VERIFY ALL QUANTITIES, LENGTHS, AND SURPLUS PRIOR TO PURCHASING. CONTRACTOR SHOULD REPORT ANY DISCREPANCIES IN BILL OF MATERIALS TO FULLERTON. DO NOT SCALE DRAWINGS.
20. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, EQUIPMENT, LABOR, INSTALLATION, RESTORATION, UTILITY RELOCATION CHARGES, JOB SITE DELIVERY COSTS AND INCIDENTALS TO COMPLETE THE DESCRIBED OR ILLUSTRATED WORK UNDER THIS CONTRACT.
21. ANY CHANGE-ORDER REQUEST MUST BE PRESENTED IN WRITING TO THE OWNER'S REPRESENTATIVE AND APPROVED PRIOR TO PROCEEDING WITH THE REQUESTED CHANGE.
22. THE ENGINEER WILL NOT BE RESPONSIBLE NOR ASSUME ANY LIABILITY FOR NEGLIGENT ACTS OR ERRORS OF OMISSIONS OF ANY CONTRACTOR, ANY SUBCONTRACTOR, OR ANY OF THE PERSONS (EXCEPT ENGINEER'S OWN EMPLOYEES) AT THE PROJECT SITE OR OTHERWISE PERFORMING ANY OF THE WORK OF THE PROJECT. ANY CONTRACTOR OR SUBCONTRACTOR, AS WELL AS THE ENGINEER, WILL BE RESPONSIBLE FOR HIS OWN SAFETY PROGRAM. NEITHER THE PROFESSIONAL ACTIVITIES OF THE ENGINEER, NOR THE PRESENCE OF THE ENGINEER OR HIS OR HER EMPLOYEES AND SUB-CONSULTANTS AT THE CONSTRUCTION SITE, SHALL RELIEVE ANY CONTRACTOR OF HIS OR HER OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING OR COORDINATING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THE ENGINEER AND HIS OR HER PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH ANY HEALTH OR SAFETY PRECAUTIONS.
23. ALL MATERIALS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL BE IN CONFORMANCE WITH STANDARD RECOMMENDATIONS OF THE NATIONAL ELECTRIC MANUFACTURER'S ASSOCIATION (NEMA) AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
24. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND COMPLY WITH THE REQUIREMENTS OF ALL AGENCIES HAVING JURISDICTION OVER THE WORK AND SHALL COORDINATE HIS WORK WITH THE WORK PERFORMED BY OTHERS FOR THE PURPOSE OF INSTALLATION. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL WORK WITH ALL PUBLIC AND PRIVATE UTILITIES AS WELL AS CITY AND STATE AGENCIES.
25. THE CONTRACTOR SHALL NOTIFY CITY - DIVISION OF ENGINEERING AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF ANY REQUIRED SITE INSPECTION AND AT LEAST TWO (2) DAYS IN ADVANCE OF ANY ADDITIONAL INSPECTIONS THAT MAY BE REQUIRED.
26. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF ELGIN - DEPARTMENT OF SEWERS AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION WITH THE NAME OF THE PROJECT SUPERINTENDENT WHO CAN BE CONTACTED FOR ANY SEWER EMERGENCY.
27. CONTRACTOR SHALL RECORD THE LOCATION AND ELEVATION OF ALL UTILITIES ENCOUNTERED, AND INSTALLATION OF NEW WORK, AS THE WORK PROGRESSES AND SHALL PREPARE RECORD DRAWINGS (RED-LINES) BASED ON HIS RECORDS. AS A PART OF THE RECORD DRAWINGS, CONTRACTOR SHALL ALSO PROVIDE HORIZONTAL AND VERTICAL CONFIGURATION OF CONDUITS WHERE MULTIPLE CONDUITS ARE INSTALLED. THESE RECORDS ARE TO BE SUPPLIED TO FULLERTON ENGINEERING AT COMPLETION OF WORK.
28. MAINTAIN MORE THAN 2'-0" VERTICAL CLEARANCE AND MORE THAN 4'-0" HORIZONTAL CLEARANCE BETWEEN EXISTING SEWER OR SEWER STRUCTURES AND UTILITY. IF CITY OF ELGIN SEWER FACILITIES ARE DAMAGED DURING CONSTRUCTION, IT MUST BE REPORTED TO THEIR ENGINEERING SECTION AND MUST BE REPAIRED BY A LICENSED DRAIN LAYER UNDER THE SUPERVISION OF THE MASON INSPECTOR
29. NO STORAGE OF EQUIPMENT OR MATERIALS IN THE ROADWAY IS PERMITTED UNLESS THE CONTRACTOR OBTAINS WRITTEN PERMISSION FROM THE CITY, STATE, AND/OR GOVERNING BODY.
30. CONTRACTOR RESPONSIBLE FOR OBTAINING AND PROVIDING REVIEW AND DESIGN OF ANY AND ALL SHORING SYSTEMS PRIOR TO CONSTRUCTION.
31. THE ENGINEER SHALL BE NOTIFIED FOR DISPOSITION OF SITUATIONS WHERE THE CONDUIT CANNOT MAINTAIN SEPARATIONS PER PLAN.
32. THE CONTRACTOR IS RESPONSIBLE FOR THE RESTORATION OF THE AREAS DISTURBED BY CONSTRUCTION ACTIVITIES. CONTRACTOR IS TO PAY ALL FEES AND OBTAIN ALL PERMITS FOR RESTORATION. CONTRACTOR IS TO RESTORE ALL DAMAGED STRUCTURES AND UTILITIES TO THE SATISFACTION OF THE FACILITY OWNER OR THE GOVERNING BODY, IN THE EVENT THAT DAMAGE OCCURS.
33. USE EXTREME CAUTION NEAR ALL GAS FACILITIES DURING CONSTRUCTION AND RELATED EXCAVATION ACTIVITIES, HAND EXCAVATION IS REQUIRED TO VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF GAS MAIN(S) PRIOR TO CROSSING AND WORKING WITHIN 3 FEET OF ALL GAS FACILITIES. A MINIMUM OF 3 FEET HORIZONTAL EDGE TO EDGE CLEARANCE IS REQUIRED FOR GAS MAINS WITH DIAMETERS OF 16 INCHES OR SMALLER, AND 5 FEET EDGE TO EDGE CLEARANCE FOR GAS MAINS WITH DIAMETERS 18 INCHES AND LARGER IN DIAMETER. THE USE OF CONCRETE, FLOW FILL, OR THE LIKE IS PROHIBITED WITHIN 24 INCHES OF ALL GAS FACILITIES. NOR SHALL IT ENCASE ANY GAS FACILITY. SAND IS TO BE USED AS A BUFFER BETWEEN FLOWABLE FILL AND ALL GAS FACILITIES. ANY DAMAGE TO GAS FACILITIES SHALL BE THE RESPONSIBILITY OF THE INSTALLING UTILITY AND THEIR CONTRACTORS.

vero
NETWORKS

Fullerton
DESIGN DEVELOP CONSTRUCT

1100 E WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COAH 4912
www.fullerton-us.com

REV	DATE	DESCRIPTION	BY
A	12/12/25	90% REVIEW	RT
0	03/27/26	100% FINAL	INT

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.

SEGMENT NAME
CANE RUN RD
TASK DESCRIPTION
UG FIBER
PROJECT AREA
LOUISVILLE, KY JEFFERSON COUNTY
SHEET SCALE
N.T.S.
SHEET TITLE
GENERAL NOTES
GRID NUMBER
04 OF 11
SHEET NUMBER
GN-1

LEGEND:

<u>PROPOSED</u>			
	PROPOSED OPEN CUT TRENCH		POT HOLE
	PROPOSED DIRECTIONAL BORE		PROPOSED BORE PIT
	PROPOSED 4X4 MANHOLE		PROPOSED 30" COMMUNICATIONS MH
	PROPOSED REPLACEMENT STREET LIGHT POLE		PROPOSED 36X24X30 HANDHOLE
<u>COMED</u>			
	EXISTING COMED		EXISTING COMED MANHOLE
<u>CTA</u>			
	EXISTING CTA		EXISTING CTA MANHOLE
	POTENTIAL BURIED CTA ABANDONED TRACKS		
<u>DEO/ELECTRIC</u>			
	EXISTING DEO/ELECTRIC		EXISTING STREET LIGHT POLE
	EXISTING STREET LIGHT CONTROL BOX		EXISTING TRAFFIC LIGHT POLE
	EXISTING TRAFFIC LIGHT CONTROL BOX		EXISTING DEO POLE
	EXISTING STREET LIGHT HANDHOLE		EXISTING ELECTRIC MANHOLE
	EXISTING TRAFFIC LIGHT HANDHOLE		EXISTING ELECTRIC HANDHOLE
	EXISTING RED LIGHT CAMERA POLE		EXISTING RED LIGHT FLASH POLE
<u>ENWAVE/UNICOM</u>			
	EXISTING ENWAVE/UNICOM		EXISTING ENWAVE/UNICOM MANHOLE
<u>GAS</u>			
	EXISTING GAS MAIN		EXISTING GAS MANHOLE
	EXISTING GAS MAIN (DEAD)		EXISTING GAS VALVE
	EXISTING GAS CAP		EXISTING GAS METER
	EXISTING GAS REDUCER		
<u>MISCELLANEOUS</u>			
	EXISTING FENCE		EXISTING MISCELLANEOUS MANHOLE
	EXISTING CONSTRUCTION FENCE		EXISTING GARBAGE CAN
	EXISTING GUARDRAIL		EXISTING PARK DISTRICT MANHOLE
	EXISTING PROPERTY LINE/ R.O.W.		EXISTING MONITORING WELL
	EXISTING BIKE RACK		EXISTING FIRE ALARM
	EXISTING TREE		EXISTING STREET PARKING PAY BOX
	EXISTING BUSH		EXISTING PEDESTAL
	EXISTING STREET SIGN POST		EXISTING MAILBOX
	EXISTING POST/BOLLARD		EXISTING NEWSPAPER BOX
	EXISTING GROUND LIGHT		EXISTING PHONE
	EXISTING UTILITY POLE		EXISTING SPRINKLER CONTROL BOX
	EXISTING STANDPIPE		EXISTING SPRINKLER VALVE
	EXISTING ADA RAMP		EXISTING SUPPORT COLUMN

COMMUNICATIONS

	EXISTING COMMUNICATIONS		EXISTING COMMUNICATION MANHOLE
	EXISTING CROWN CASTLE		EXISTING CROWN CASTLE MANHOLE
			EXISTING COMMUNICATION HANDHOLE

SEWER

	EXISTING SEWER MAIN		EXISTING SEWER MANHOLE
	EXISTING SEWER MAIN (ABANDON)		EXISTING SEWER CATCH BASIN
	EXISTING STORM SEWER MAIN		EXISTING SEWER INLET

WATER

	EXISTING WATER MAIN		EXISTING WATER MANHOLE
	EXISTING WATER MAIN (ABANDON)		EXISTING WATER VALVE
	EXISTING WATER SHUT OFF		EXISTING WATER METER
	EXISTING FIRE CISTERN MANHOLE		EXISTING FIRE HYDRANT
	EXISTING WATER CAP		EXISTING WATER REDUCER

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SEGMENT NAME

CANE RUN RD

TASK DESCRIPTION

UG FIBER

PROJECT AREA

LOUISVILLE, KY
JEFFERSON COUNTY

SHEET SCALE

N.T.S.

SHEET TITLE

LEGEND

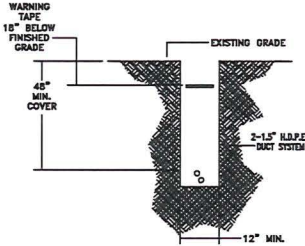
GRID NUMBER

05 OF 11

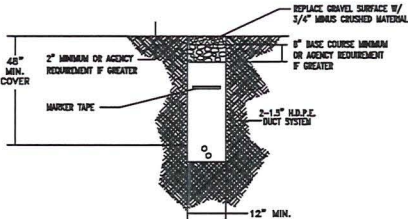
SHEET NUMBER

GN-2

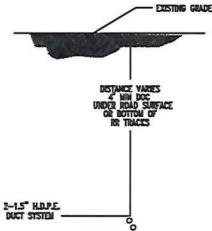
TYPICAL TRENCH DETAILS



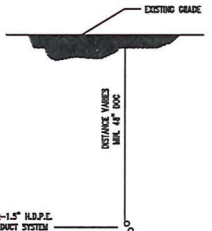
TYPICAL TRENCH IN EARTH
N.T.S.



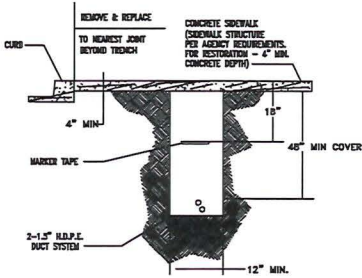
TYPICAL TRENCH IN GRAVEL
N.T.S.



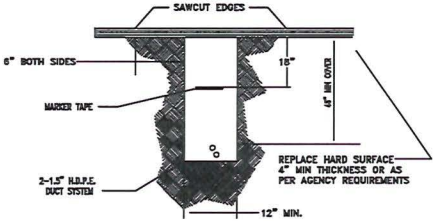
TYPICAL JACK AND BORE
N.T.S.



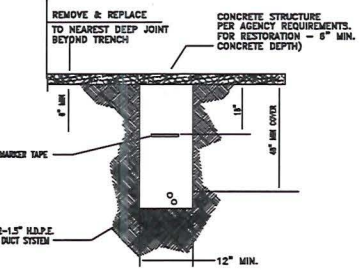
TYPICAL DIRECTIONAL BORE
N.T.S.



CONCRETE SIDEWALK RESTORATION
N.T.S.



ASPHALT PAVEMENT RESTORATION
N.T.S.



CONCRETE PAVEMENT RESTORATION
N.T.S.

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Fullerton
DESIGN DEVELOP CONSTRUCT

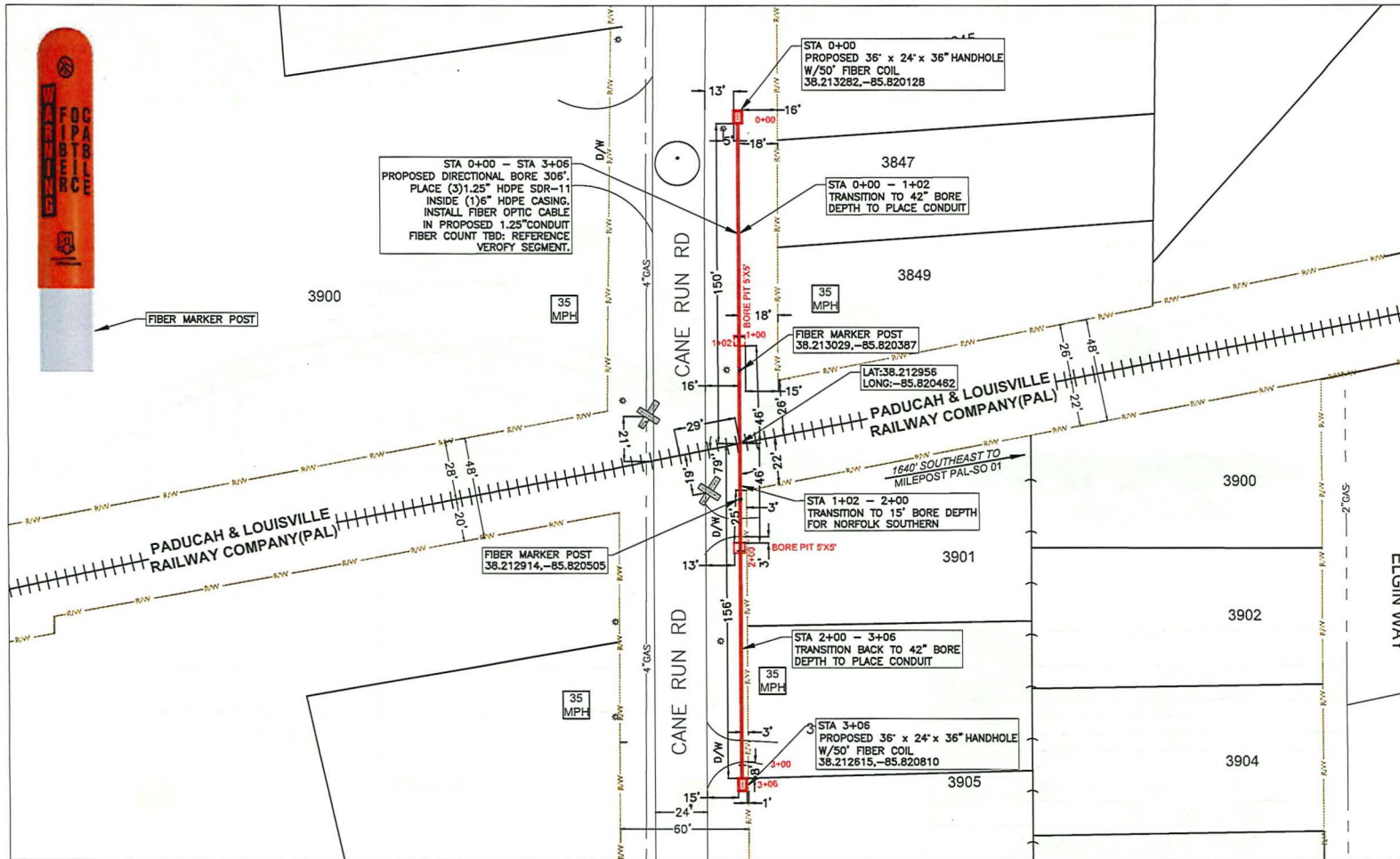
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SEGMENT NAME
CANE RUN RD
TASK DESCRIPTION
UG FIBER
PROJECT AREA
LOUISVILLE, KY JEFFERSON COUNTY
SHEET SCALE
N.T.S.
SHEET TITLE
DETAILS
GRID NUMBER
06 OF 11
SHEET NUMBER
D-1

NOTE:
UTILITY & R.O.W. REPRESENTED ON PLANS
ARE BASED ON RECORDS, NOT ON
BOUNDARY SURVEY & FIELD EXPOSURES.



- NOTE:
- POTHOLE IS 1' DIAMETER IN SIZE
 - PROPOSED CONDUIT SHALL AVOID EXISTING SEEPAGE BEDS
 - MAINTAIN 3' CLEARANCE FROM EXISTING CITY UTILITY STRUCTURES
 - BURY AT 42\"/>

CAUTION
CONTRACTOR TO LOCATE AND VERIFY
R.O.W, PROPERTY LINE, AND ALL EXISTING
UTILITIES PRIOR TO CONSTRUCTION

CAUTION
CONTRACTOR TO CONTACT CITY 48
HOURS PRIOR TO CONSTRUCTION TO
LOCATE ALL EXISTING UTILITIES DUE TO
LACK OF CITY RECORDS



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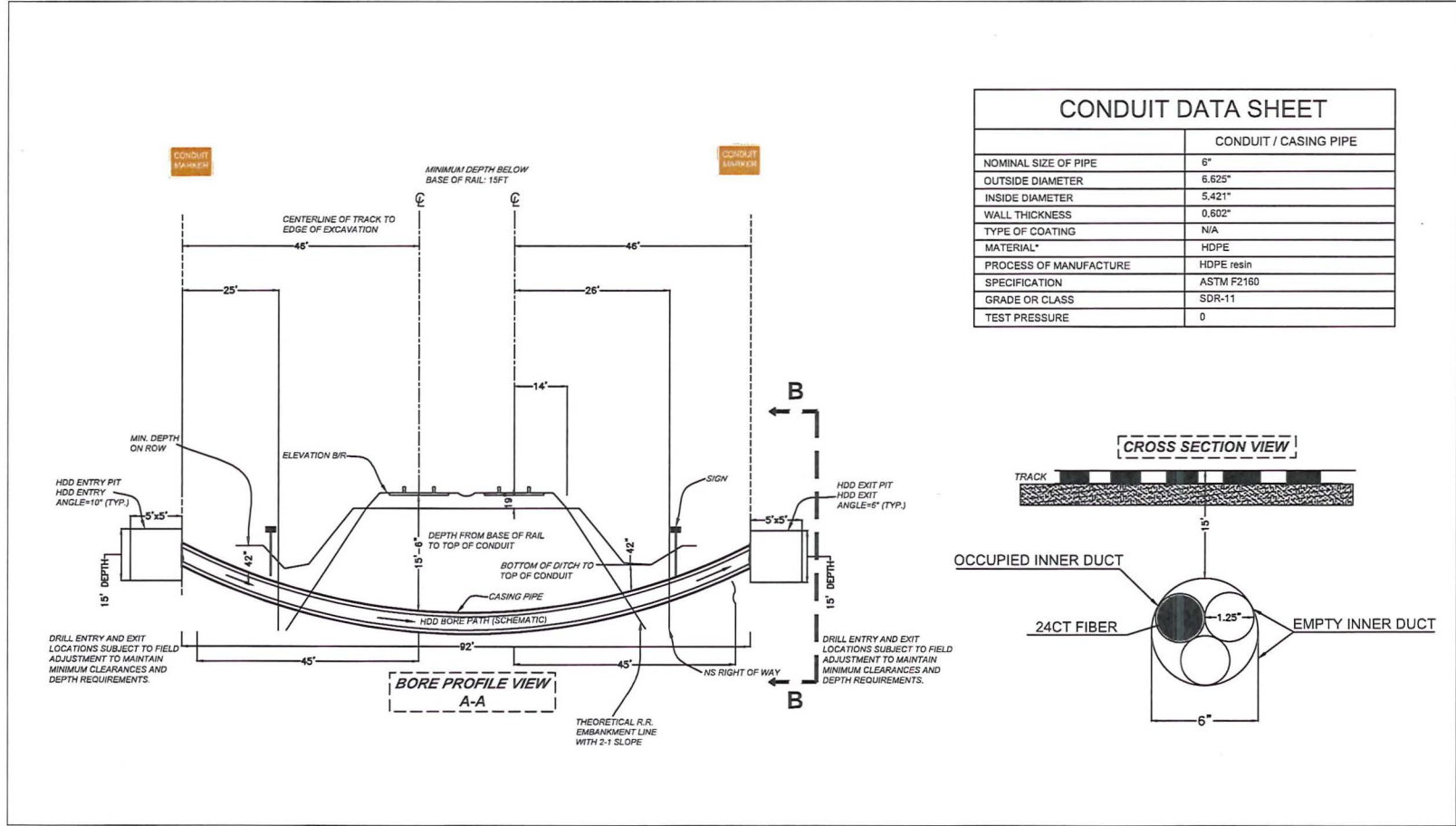
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SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
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SEGMENT NAME
CANE RUN RD
TASK DESCRIPTION
UG FIBER
PROJECT AREA
LOUISVILLE, KY JEFFERSON COUNTY
SHEET SCALE
1" = 50'-0"
SHEET TITLE
DESIGN LAYOUT
GRID NUMBER
07 OF 11
SHEET NUMBER
C-001

NOTE:
UTILITY & R.O.W. REPRESENTED ON PLANS
ARE BASED ON RECORDS, NOT ON
BOUNDARY SURVEY & FIELD EXPOSURES.



CONDUIT DATA SHEET	
	CONDUIT / CASING PIPE
NOMINAL SIZE OF PIPE	6"
OUTSIDE DIAMETER	6.625"
INSIDE DIAMETER	5.421"
WALL THICKNESS	0.602"
TYPE OF COATING	N/A
MATERIAL*	HDPE
PROCESS OF MANUFACTURE	HDPE resin
SPECIFICATION	ASTM F2160
GRADE OR CLASS	SDR-11
TEST PRESSURE	0

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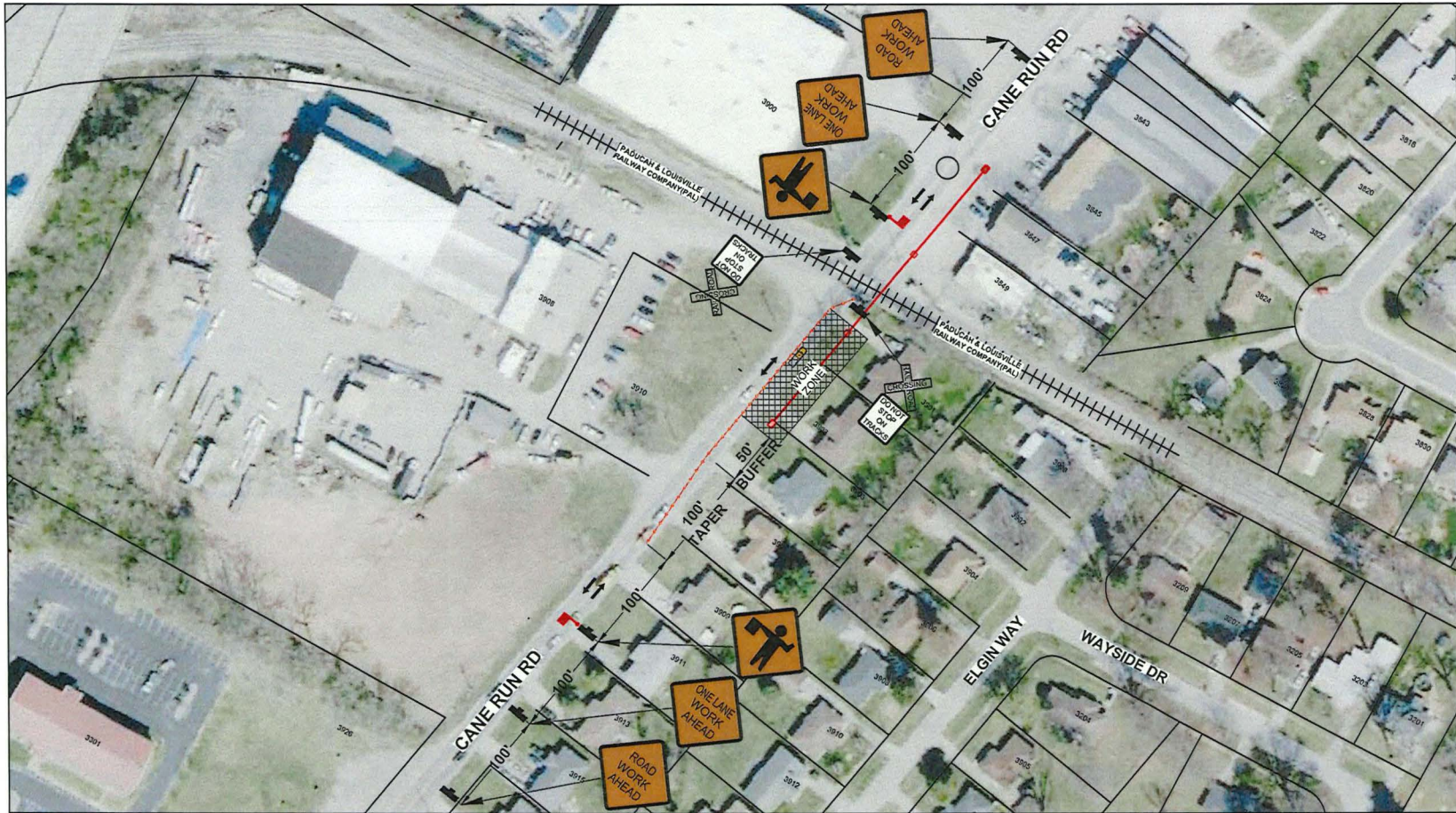
SEGMENT NAME	CANE RUN RD
TASK DESCRIPTION	UG FIBER
PROJECT AREA	LOUISVILLE, KY JEFFERSON COUNTY
SHEET SCALE	1" = 50'-0"
SHEET TITLE	HORIZONTAL DIRECTIONAL DRILL (HDD) BORE PROFILE
GRID NUMBER	08 OF 11
SHEET NUMBER	BP-1

- NOTE:
- POTHOLE IS 1' DIAMETER IN SIZE
 - PROPOSED CONDUIT SHALL AVOID EXISTING SEEPAGE BEDS
 - MAINTAIN 3' CLEARANCE FROM EXISTING CITY UTILITY STRUCTURES
 - BURY AT 42" MIN. UNDER SOFT SURFACE-BURY AT 42" MIN. UNDER HARD SURFACE
 - MAINTAIN 1' FROM BACK OF SIDEWALK, WHEN APPLICABLE.
 - NO STEEL CASING OR JACK-AND-BORE CASING PROPOSED. (3) 1.25" HDPE CONDUITS INSTALLED VIA HDD.
 - INSTALLATION METHOD SHALL BE HORIZONTAL DIRECTIONAL DRILLING (HDD). NO JACK-AND-BORE OR AUGER BORING METHODS ARE PROPOSED WITHIN RAILROAD R.O.W. PROFILE IS SCHEMATIC AND SHOWN FOR CLARITY ONLY.

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R.O.W., PROPERTY LINE, AND ALL EXISTING
UTILITIES PRIOR TO CONSTRUCTION

CAUTION
CONTRACTOR TO CONTACT CITY 48
HOURS PRIOR TO CONSTRUCTION TO
LOCATE ALL EXISTING UTILITIES DUE TO
LACK OF CITY RECORDS





MINIMUM TAPER LENGTH CHART

SPEED (MPH)	MINIMUM TAPER LENGTH FOR WIDTH OF OFFSET 12 FT (W)				DOWN STREAM (FT)
	MERGING (FT)	SHIFTING (FT)	SHOULDER (FT)		
20	80	40	27		100
25	125	63	42		150
30	160	80	55		200
35	200	100	70		250
40	245	125	85		300
45	290	150	107		350
50	340	175	130		400
55	390	200	155		450
60	440	225	180		500
65	490	250	205		550
70	540	275	230		600

* DISTANCES SHOWN IN FEET. THE A DIMENSION IS THE DISTANCE FROM THE TRANSITION OR POINT OF RESTRICTION TO THE FIRST SIGN. THE B DIMENSION IS THE DISTANCE BETWEEN THE FIRST AND SECOND SIGNS. THE C DIMENSION IS THE DISTANCE BETWEEN THE SECOND AND THIRD SIGNS. (THE THIRD SIGN IS THE FIRST ONE IN A THREE-SIGN SERIES ENCOUNTERED BY A DRIVER APPROACHING A TTC ZONE).

LEGEND

- CONE
- SIGN
- ARROWBOARD
- TRUCK
- SIGNAL
- WORK AREA
- FLAGGER
- PROPOSED BORE PIT
- EXISTING BORE PIT
- ARROW
- PROPOSED HANDHOLE
- EXISTING HANDHOLE
- PROPOSED ROUTE
- EXISTING ROUTE

PH NOTE: POT HOLE IS 1' DIAMETER IN SIZE

CLOSURE TYPES ARE = DRIVING LANE CLOSURE.

THE LANE CLOSURE IS IMPLEMENTED TO ENHANCE WORKER SAFETY BY PROVIDING SUFFICIENT BUFFER SPACE BETWEEN TRAFFIC AND CONSTRUCTION ACTIVITIES.



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SCHALMERSBURG, ILLINOIS 60173
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SEGMENT NAME
CANE RUN RD

TASK DESCRIPTION
UG FIBER

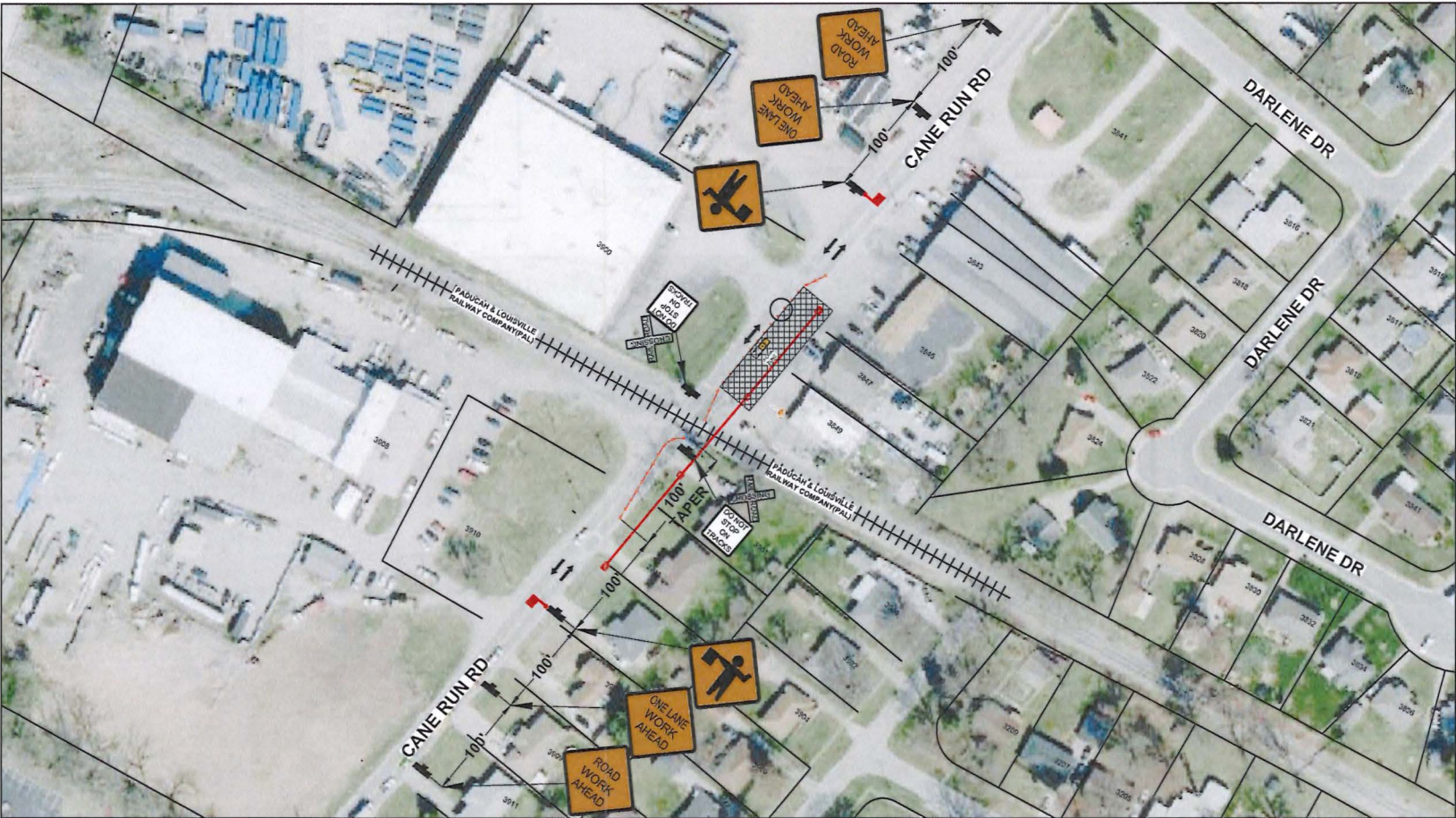
PROJECT AREA
LOUISVILLE, KY
JEFFERSON COUNTY

SHEET SCALE
N.T.S.

SHEET TITLE
SITE SPECIFIC TRAFFIC
CONTROL PLAN

GRID NUMBER
09 OF 11

SHEET NUMBER
TCP-1



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Fullerton
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SCHALMERSBURG, ILLINOIS 60173
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SEGMENT NAME
CANE RUN RD

TASK DESCRIPTION
UG FIBER

PROJECT AREA
LOUISVILLE, KY
JEFFERSON COUNTY

SHEET SCALE
N.T.S.

SHEET TITLE
SITE SPECIFIC TRAFFIC
CONTROL PLAN

GRID NUMBER
10 OF 11

SHEET NUMBER
TCP-2

SPEED (MPH)	MINIMUM TAPER LENGTH FOR WIDTH OF OFFSET 12 FT (W)			
	MERGING (FT)	SHIFTING (FT)	SHOULDER (FT)	DOWN STREAM (FT)
20	85	40	27	100
25	125	60	40	100
30	160	80	60	100
35	245	120	80	100
40	320	160	100	100
45	440	270	180	100
50	600	360	200	100
55	680	330	220	100
60	720	360	240	100
65	780	390	260	100
70	840	420	280	100

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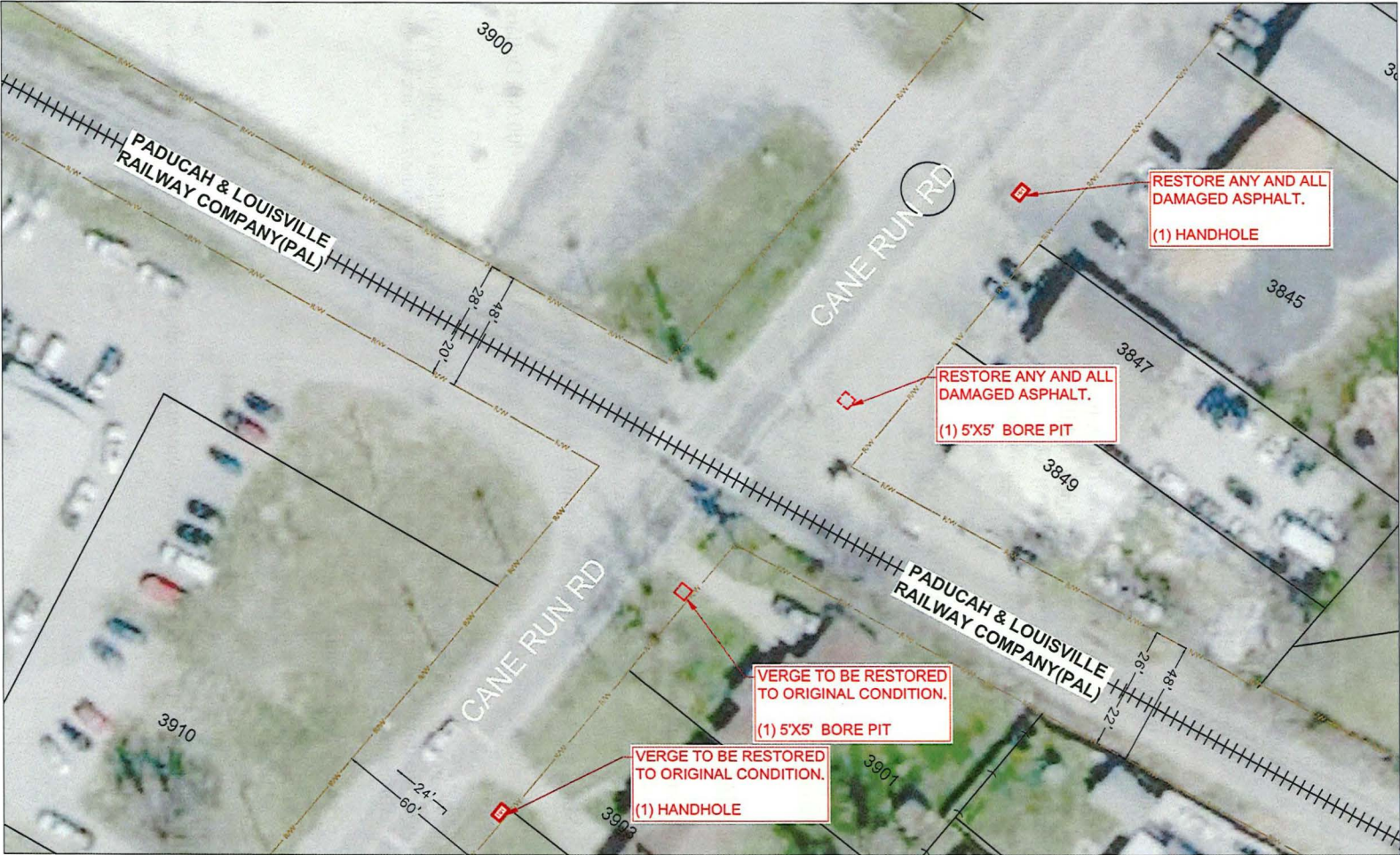
LEGEND	
	CONE
	SIGN
	ARROWBOARD
	TRUCK
	SIGNAL
	WORK AREA
	FLAGGER
	PROPOSED BORE PIT
	EXISTING BORE PIT
	ARROW
	PROPOSED HANDHOLE
	EXISTING HANDHOLE
	PROPOSED ROUTE
	EXISTING ROUTE

PH NOTE:
POTHOLE IS 1' DIAMETER IN SIZE

CLOSURE TYPES ARE = DRIVING LANE CLOSURE.

THE LANE CLOSURE IS IMPLEMENTED TO ENHANCE WORKER SAFETY BY PROVIDING SUFFICIENT BUFFER SPACE BETWEEN TRAFFIC AND CONSTRUCTION ACTIVITIES.





- All restoration work will be done in accordance with Metro Utility Policy.
Scope of restoration work includes the following:
- Removal of all utility markings;
 - (1) 5'x5' BORE PIT, (1) HANDHOLE, Any and all damages asphalt shall be restored or replaced;
 - (1) 5'x5' BORE PIT, (1) HANDHOLE, Verges to be restored to original condition.
 - Remove debris as needed.
 - Verges will be restored to original condition with either sod, grass seed, or seed matt and back filled if needed.
 - All restoration must be completed prior to permit expiration.

RR CROSSING OF CANE RUN RD



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Fullerton
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SCHALMBURG, ILLINOIS 60173
TEL: 815-308-8400
COA# 4912
www.fullerton-us.com

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CANE RUN RD
TASK DESCRIPTION
UG FIBER
PROJECT AREA
LOUISVILLE, KY JEFFERSON COUNTY
SHEET SCALE
N.T.S.
SHEET TITLE
RESTORATION PLAN
GRID NUMBER
11 OF 11
SHEET NUMBER
RES-1

LICENSE # PL-VF-003

**PADUCAH & LOUISVILLE RAILWAY
INSURANCE REQUIREMENTS
EXHIBIT B**

A. RAILROAD PROTECTIVE INSURANCE - DURING INSTALLATION PERIOD

If the LICENSEE shall use its own forces or shall employ a contractor for the installation of the FACILITIES, then, before commencing work, the LICENSEE or LICENSEE'S CONTRACTOR, as the case may be, shall provide and maintain the following insurance, in form and amount and with the companies satisfactory to, and as approved by, the RAILROAD.

(a) Statutory Workers' Compensation and Employer's Liability insurance.

(b) An Occurrence Form Railroad Protective Policy with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with Six Million (\$6,000,000.00) Dollars aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The Policy must name

**Paducah & Louisville Railway
200 Clark Street
Paducah, Kentucky 42003**

as the Insured, and shall provide for not less than Ten (10) days' prior written notice to Railroad of cancellation of, or any material change, in the policy.

B. POST INSTALLATION

Before commencing work, and until this Agreement shall be terminated or the FACILITIES removed (whichever date is later), the LICENSEE shall provide and maintain the following insurance, in form and amount with companies satisfactory to, and as approved by, the RAILROAD:

(a) Statutory Workers' Compensation and Employer's Liability Insurance.

(b) Automobile Liability in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit.

(c) Commercial General Liability in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit. In the event the policy is a Claims Made Policy, coverage shall include an aggregate of Six Million (\$6,000,000.00) Dollars.

The policy must name

**Paducah & Louisville Railway
200 Clark Street
Paducah, Kentucky 42003**

as an Additional Insured and must not contain any exclusions related to doing business on, near, or adjacent to Railroad facilities.

LICENSEE shall provide RAILROAD with a CERTIFICATE of INSURANCE, evidencing such coverage and, upon request, the LICENSEE shall deliver a certified, true and complete copy of the policy or policies. The policies shall provide for not less than Ten (10) days' prior written notice to the RAILROAD of cancellation of, or any material change in, the policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve the LICENSEE from or serve to limit LICENSEE'S liability under the provisions of the License Agreement.

It is further understood and agreed that, so long as this Agreement shall remain in force and the FACILITIES shall not have been removed (whichever shall be later), the RAILROAD shall have the right, from time to time, to revise the amount or form of insurance coverages provided in this paragraph as circumstances or changing economic conditions may require. The RAILROAD shall give the LICENSEE written notice of any such requested change at least Thirty (30) days' prior to the date of expiration of the then existing policy or policies, which notice constitutes an amendment to this Agreement and shall become a part hereof; and the LICENSEE agrees to, and shall, thereupon provide the RAILROAD with such revised policy or policies therefor.

All Insurance provided must be primary and shall not be reduced or limited by any insurance procured by RAILROAD.

END OF EXHIBIT.

