

**AMENDED AND RESTATED  
EASEMENT AGREEMENT**

This **AMENDED AND RESTATED EASEMENT AGREEMENT** ("Agreement") is made and entered into this 20<sup>th</sup> day of August, 2014, by and between JEFFREY ADAMS and DEBRA ADAMS, husband and wife ("Grantors"), with an address of 2239 Nicholasville, Road, Lexington, Kentucky 40503, and ALEX MARSHALL, SR. and RUBY D. MARSHALL, husband and wife, and ALEX MARSHALL, JR. and PAMELA R. MARSHALL, husband and wife, and HOLLY BANKS GRAYSON and KEN GRAYSON, wife and husband ("Grantees"), with an address of 125 Burt Road, Lexington, Kentucky 40503. The preceding addresses are the addresses for which the property tax bill for the current year may be sent.

WHEREAS, Grantors are the owners of certain real property which is presently known as 2239 Nicholasville Road, Lexington, Kentucky 40503, and which is more particularly described in the attached Exhibit "A" ("**Burdened Property**") by virtue of a Deed dated December 30, 1981, of record in Deed Book 1286, Page 518 of the Fayette County Clerk's Office.

WHEREAS, Grantees are the owners of certain real property which is presently known as 125 Burt Road, Lexington, Kentucky 40503, and which is more particularly described in the attached Exhibit "B" ("**Benefitted Property**") by virtue of a Deed dated January 29, 1982, of record in Deed Book 1288, Page 288, as amended by Deed of Correction dated November 19, 1991, of record in Deed Book 1607, Page 620, and by Will of James Edward Banks, of record in Will Book 312, Page 252, all in the Fayette County Clerk's Office.

WHEREAS, the Burdened Property is subject to an easement ("**Easement**") in favor of the Benefitted Property which is described in that certain Deed between Zandale Plaza Car Wash, Inc. and Dickens, Linoleum and Supply Company, Inc. dated May 4, 1964 of record in Deed Book 794, Page 476 in the Office of the Clerk of Fayette County, Kentucky.

WHEREAS, Grantors and Grantees now wish to amend and restate the Easement as more particularly set forth below.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, including the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend and restate the Easement as follows:

1. Grant of Non-Exclusive Easement. Grantors grant Grantees, their heirs and assigns, a non-exclusive easement over the Burdened Property in the area set forth on the attached Exhibit "C" ("**Easement Area**") subject to the restrictions and conditions set forth herein, to have and hold the same as appurtenant to the Benefitted Property forever.

2. Parking. Grantors retain, and shall have, the right to park cars, trucks or other vehicles along the west side of the Easement Area in marked parking spaces ("**Parking Spaces**") as shown on the attached Exhibit "C". Grantors shall paint stripes on the ground to identify the Parking Spaces as set forth on the attached Exhibit "C". Grantors and Grantees may place signage to aid in the identification of the Parking Spaces and non-parking areas, which signage may be placed in the Easement Area and on the west side of Grantees' building. At no time shall the Easement Area be blocked in any manner which would prohibit ingress and egress.

Hold for WTC

3. Grantees' Use of Easement Area. Grantees shall use the Easement Area solely for the purposes of (i) ingress and egress to access the rear of the Benefitted Property and any building located on the Benefitted Property to and from Burt Road; (ii) ingress and egress to access the parking spaces in front of the Grantees' building located on the Benefitted Property and (iii) repair and maintenance of Grantees' building. Grantees' use of the Easement Area shall not interfere with or restrict Grantors' use of the Easement Area, and at no time shall the Easement Area be blocked in any manner which prohibits ingress and egress.

(a) Eighteen wheeler tractor-trailer trucks and vehicles of similar size shall not be permitted to use the Easement Area.

(b) Grantees' use of the Easement Area shall at all times comply, in all material respects, with all applicable laws, regulations, orders and requirements of all governmental entities having jurisdiction over the same, whether federal, state or local.

4. Maintenance of Easement Area. Grantors shall maintain and repair the Easement Area except that any damage beyond ordinary wear and tear caused by Grantees or their tenants, agents, customers, or invitees shall be paid for by Grantees.

5. Insurance.

(a) Grantees shall at all times maintain Commercial General Liability Insurance, on an occurrence basis with a minimum single limit of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, which (i) shall name the Grantors as additional insureds; (ii) shall be primary and non-contributory with respect to any other insurance that may be available to the Grantors; (iii) shall provide that it may not be canceled, or changed without first giving the Grantors thirty (30) days prior written notice; and (iv) shall be written with a company (authorized to write insurance in the Commonwealth of Kentucky) having a A.M. Best rating of B+, VIII or better or its equivalent. Grantees shall provide the Grantors with copies of the said insurance policy or certificates evidencing same, upon request.

(b) Grantor shall at all times maintain Commercial General Liability Insurance, on an occurrence basis with a minimum single limit of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, which (i) shall name the Grantee as an additional insured; (ii) shall be primary and non-contributory with respect to any other insurance that may be available to the Grantee; (iii) shall provide that it may not be canceled, or changed without first giving the Grantee thirty (30) days prior written notice; and (iv) shall be written with a company (authorized to write insurance in the Commonwealth of Kentucky) having a A.M. Best rating of B+, VIII or better or its equivalent. Grantors shall provide the Grantees with copies of the said insurance policy or certificates evidencing same, upon request.

6. Indemnity. Grantees' entry upon and use of the Easement Area shall be at their own risk; provided, however, to the fullest extent permitted by applicable law, each party shall defend, indemnify and hold harmless the other party and its successors and assigns from and against all claims, demands, causes of action, losses, damages, liabilities, judgments, costs, expenses (including reasonable attorney fees and litigation costs) (collectively "Indemnified Losses") arising from or related to, directly or indirectly, such party's occupancy of, the use of,

activities on or entry on, the Easement Area and resulting from personal injury or death, or damage to or loss of property, except to the extent that Indemnified Losses are caused by the other party's violations of this Agreement or the acts or omissions of the other party hereto or its owners, officers, directors, managers, employees, agents, tenants, contractors or invitees, or except to the extent that Indemnified Losses are reimbursed or otherwise satisfied by insurance.

7. Binding Effect. This Agreement constitutes a covenant running with the land and shall be binding upon and shall inure to the benefit of all the parties hereto and their successors in interest, grantees, assignees, transferees, lessees and heirs.

8. Exhibits. All Exhibits attached hereto are hereby incorporated herein and made a part hereof and all recitals set forth above are affirmed as true and correct.

9. Entire Agreement. This Agreement (i) constitutes the entire agreement between the parties with respect to the rights herein granted and the obligations herein assumed; (ii) may not be amended in any respect whatsoever, except by a written instrument signed by the parties then currently owning the aforesaid described property interests and recorded in the Fayette County Clerk's Office; and (iii) shall be governed by and construed in the accordance with laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTORS:

  
\_\_\_\_\_  
Jeffrey Adams

  
\_\_\_\_\_  
Debra Adams

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August,  
2014, by Jeffrey Adams and Debra Adams, husband and wife.

My commission expires: 10/15/2014

Charlotte T. McCoy  
NOTARY PUBLIC  
Notary ID# 430050

[SEAL]

GRANTEES:

Alex Marshall Sr.  
Alex Marshall, Sr.

Ruby D. Marshall by Alex M Marshall  
Ruby D. Marshall P.O.A.

Alex Marshall Jr.  
Alex Marshall, Jr.

Pamela R. Marshall  
Pamela R. Marshall

Holly Banks Grayson  
Holly Banks Grayson

Ken Grayson  
Ken Grayson

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this 21 day of August, 2014, by Alex Marshall, Sr. and Ruby D. Marshall, his wife.  
Alex Marshall Jr. Signing for Ruby D. Marshall POA.  
My commission expires: 5/9/2017



Cynthia O'Connell  
NOTARY PUBLIC  
Notary ID# 489043

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this 21 day of August, 2014, by Alex Marshall, Jr. and Pamela R. Marshall, his wife.



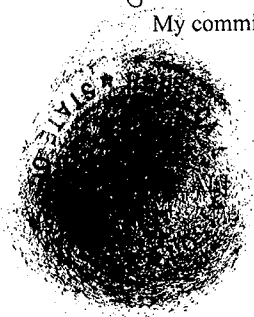
[SEAL]

5/9/2017  
Cynthia O'Connell  
NOTARY PUBLIC  
Notary ID# 489043

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this 21 day of August, 2014, by Holly Banks Grayson and Ken Grayson, her husband.

My commission expires:



4-20-16  
Rebecca L. White  
NOTARY PUBLIC  
Notary ID# 462587

The foregoing instrument was prepared by:

Charlotte Turner McCoy  
Charlotte Turner McCoy, Esq.  
Stites & Harbison, PLLC  
250 W. Main Street, Suite 2300  
Lexington, KY 40507  
(859) 226-2300

**EXHIBIT A**  
**Burdened Property**

Tract 1

Being all of Lots 1 and 3, Block A, Unit 1-A of the Zandale Plaza Subdivision, a plat of which appears of record in Plat Book 11, Page 49, in the Fayette County Court Clerk's Office, to which plat reference is hereby made for a more particular description.

Tract 2

Being all of Lots 4 and 5, Block A, Unit 1-A of the Zandale Plaza Subdivision, a plat of which appears of record in Plat Book 11, Page 49, in the Fayette County Court Clerk's Office, to which plat reference is hereby made for a more particular description..

There are excepted from the above-described two tracts of land those portions thereof heretofore conveyed by Zandale Plaza Car Wash, Inc. as follows:

Exception No. 1

That certain tract of land, being a part of Tracts 1 and 2 above, located in the City of Lexington, Fayette County, Kentucky, and described as follows, to-wit:

Beginning at a point in the westerly side of the Service Road parallel with the Nicholasville Road in Zandale Plaza Subdivision Unit 1-A, Block A to the City of Lexington and corner to Lot No. 1 of said Subdivision; thence with the front property line of said Lot No. 1 South 15 21 W 40 feet to a point; thence North 67 42 W 208.5 feet to a point in the West property line of Lot No. 5 of said Subdivision; thence with the West property line of Lot No. 5 of said Subdivision N 15 21 East 40 feet to a point; thence with the



North property lines of Lots Nos. 5, 4, 3 and 1 of said Subdivision S 67 42 East 208.5 feet to the point of beginning, and being the North 40 feet of Lots Nos. 1, 3, 4 and 5 of Block A of Zandale Plaza Subdivision Unit 1-A and as more particularly described as "Parcel No. 1" on the plat of Zandale Plaza Subdivision Unit 1-A, dated March 11, 1964, prepared by Cecil C. Harp, C.E.; and

Being the same property conveyed by Zandale Plaza Car Wash, Inc. to Bankers' Land Company, a Kentucky corporation, by deed dated March 20, 1964 and of record in Deed Book 791, Page 50, in the Fayette County Court Clerk's Office.

Exception No. 2

That certain tract of land, being a part of Tracts 1 and 2 above, located in the City of Lexington, Fayette County, Kentucky, and described as follows, to-wit:

Beginning at a point in the northerly side of Burt Road in the Zandale Plaza Subdivision, Unit 1-A, Block A, to the City of Lexington, said point being 150 feet in a Westerly direction from the service road, and said point being a corner to lots nos. 2 and 3 of said subdivision; thence with the Northerly side of Burt Road, N 64-54 W 40 feet to a point, corner to lots 4 and 5 of said subdivision, thence with the line of lot number 4 and 5 of said subdivision, thence with the line of lot number 4, N 15-21 E 169.09 feet to a point; thence S 67-42 W 40 feet to a point in the line of Lot No. 2; thence with the line of lots 2 and 3, S 15-21 W 169.09 feet to the point of beginning and being the Southerly 169.09 feet of lots nos. 3 and 4 of Block A of the Zandale Plaza Subdivision, Unit 1-A and as more particularly described on the amended plat of Zandale Plaza Subdivision, Unit 1-A, dated April 9, 1964, prepared by Cecil Harp, C.E.; and

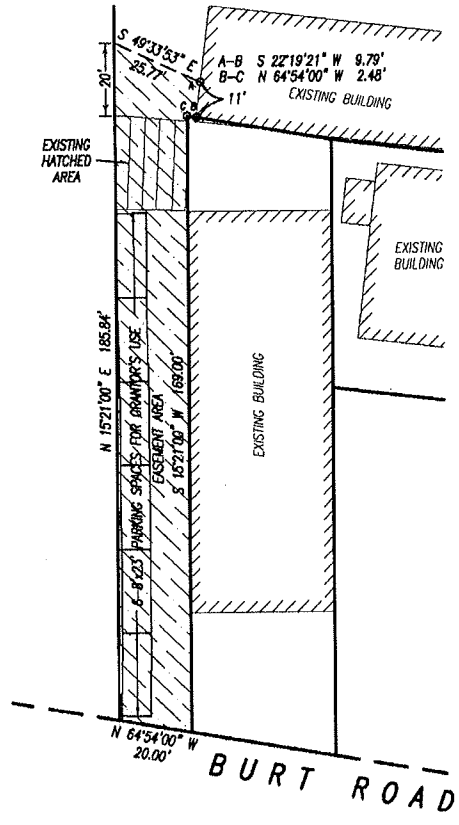
Being the same property conveyed by Zandale Plaza Car Wash, Inc. to Dickens Linoleum & Supply Company, Inc., a Kentucky corporation, by deed dated April 4, 1964 and of record in Deed Book 794, Page 476, in the Fayette County Court Clerk's Office.

Being the same property conveyed to Jeffery Adams and Debra Adams by Deed dated December 30, 1981 of record in Deed Book 1286, Page 518 in the Fayette County Clerk's Office.

**EXHIBIT B**  
**Benefitted Property**

Beginning at a point in the northerly side of Burt Road in the Zandale Plaza Subdivision, Unit 1-A, Block A, to the City of Lexington, said point being 150 feet in a Westerly direction from the service road, and said point being a corner to Lots Nos. 2 (Two) and 3 (Three) of said subdivision; thence with the northerly side of Burt Road, N 64-54 W 40 feet to a point, corner to Lots Nos. 4 (Four) and 5 (Five) of said subdivision; thence with the line of Lot No. 4 (Four), N 15-21 E 169.09 feet to a point; thence S 67-42 W 40 feet to a point in the line of Lot No. 2 (Two); thence with the line of Lots Nos. 2 (Two); thence with the line of Lots Nos. 2 (Two) and 3 (Three); S 15-21 W 169.09 feet to the point of beginning, and being the southerly 169.09 feet of Lots Nos. 3 (Three) and 4 (Four), of Block A, of the Zandale Plaza Subdivision, Unit 1-A, and as more particularly described on the amended plat of Zandale Plaza Subdivision, Unit 1-A, dated April 9, 1964, prepared by Cecil Harp, C.E., the improvements thereon being known and designated as 125 Burt Road; and

Being the same property conveyed to Grantees by a Deed dated January 29, 1982, of record in Deed Book 1288, Page 288, as amended by Deed of Correction dated November 19, 1991, of record in Deed Book 1607, Page 620, and by Will of James Edward Banks, of record in Will Book 312, Page 252, all in the Fayette County Clerk's Office.



STATE OF KENTUCKY  
 ROBERT L. BALDWIN  
 1366  
 LICENSED PROFESSIONAL LAND SURVEYOR

EASEMENT PLAT  
 JEFF'S CAR WASH  
 BURT ROAD  
 LEXINGTON, KENTUCKY  
 PREPARED: AUGUST 11, 2014  
 BY: BALDWIN ENGINEERING CORPORATION  
 116 SOUTH HIGHLAND STREET  
 WINCHESTER, KENTUCKY  
 SCALE: 1" = 30'  
 FILENAME: F:\MISC\BPP...\BPP\JEFFSS  
 DRAWING No: 02-3535



EXHIBIT C

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

201408260076

August 26, 2014                      10:27:04    AM

Fees	\$41.00	Tax	\$ .00
------	---------	-----	--------

Total Paid	\$41.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

12 Pages

372 - 383