

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2014, by and between JEFFREY ADAMS and DEBRA ADAMS (a/k/a Deborah W. Adams), husband and wife ("Adams"), with an address of 2239 Nicholasville Road, Lexington, Kentucky 40503, and ALEX MARSHALL, SR. and RUBY D. MARSHALL, husband and wife, ALEX MARSHALL, JR. and PAMELA R. MARSHALL, husband and wife, and HOLLY BANKS GRAYSON and KEN GRAYSON, wife and husband ("Marshalls"), with an address of 125 Burt Road, Lexington, Kentucky 40503.

WHEREAS, the Adams 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" ("Adams 2239 Nicholasville Road 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, the Adams are the owners of certain real property which is presently known as 2253 Nicholasville Road, Lexington, Kentucky 40503, and which is more particularly described in the attached Exhibit "B" ("Adams 2253 Nicholasville Road Property") by virtue of a Deed dated October 21, 2005, of record in Deed Book 2596, Page 141 of the Fayette County Clerk's Office.

WHEREAS, the Marshalls 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 "C" ("Marshall 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 building located on the Marshall Property ("**Marshall Building**") extends over the property line between the Marshall Property and the Adams 2239 Nicholasville Road Property and encroaches on the Adams 2239 Nicholasville Road Property by up to 0.4 feet and encroaches on the Adams 2253 Nicholasville Road Property by up to 0.3 feet ("**Marshall Encroachments**").

WHEREAS, the building located on the 2239 Nicholasville Road Property ("**2239 Building**") extends over the property line between the Adams 2239 Nicholasville Road Property and the Marshall Property and encroaches on the Marshall Property by up to 1.2 feet and certain overhanging exterior exhaust stack fixture attached to the south side of the 2239 Building further encroaches on the Marshall Property by 10.0 feet in length and 4.0 feet in width (collectively the "**Adams Encroachment**").

WHEREAS, the parties are willing to permit the Marshall Encroachments and the Adams Encroachment, as shown on the attached Exhibit "D", upon the terms and conditions hereinafter set out.

Hold for WTC

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 agree as follows:

1. The Adams consent to the above described Marshall Encroachments subject to the following terms and conditions:

(a) That the Marshalls shall make no adverse possession or any other ownership claim to the Adams 2239 Nicholasville Road Property or the Adams 2253 Nicholasville Road Property based on the Marshall Encroachments;

(b) That the Marshalls shall keep the Marshall Building in good repair and neat appearance; and

(c) That in the event the Marshall Building is destroyed or removed, and the Marshalls desire to replace the Marshall Building, the new building shall not encroach onto the Adams 2239 Nicholasville Road Property or the Adams 2253 Nicholasville Road Property.

(d) That no alterations or additions are to be made to the Marshall Building that would result in any encroachment in addition to the presently existing Marshall Encroachments (authorized by this instrument) upon the Adams 2239 Nicholasville Road Property or the Adams 2253 Nicholasville Road Property.

(e) The Marshalls (or other then owner(s) of the Marshall Property) shall indemnify and save harmless the Adams from any and all claims for personal injury or property or other damages made by or on behalf of any persons, firms, companies or corporations, arising from or growing out of the Marshall Encroachments of the Marshall Building upon the Adams 2239 Nicholasville Road Property and the Adams 2253 Nicholasville Road Property.

2. The Marshalls consent to the above described Adams Encroachment subject to the following terms and conditions:

(a) That the Adams shall make no adverse possession or any other ownership claim to the Marshall Property based on the Adams Encroachment;

(b) That the Adams shall keep the 2239 Building in good repair and neat appearance; and

(c) That in the event the 2239 Building is destroyed or removed, and the Adams desire to replace the 2239 Building, the new building shall not encroach onto the Marshall Property.

(d) That no alterations or additions are to be made to the 2239 Building which would result in any encroachment in addition to the presently existing Adams Building Encroachment (authorized by this instrument) upon the Marshall Property.

(e) The Adams (or other then owner(s) of the 2239 Adams Nicholasville Road Property) shall indemnify and save harmless the Marshalls from any and all claims for personal

Alex Marshall Sr.
Alex Marshall, Sr.

Ruby D. Marshall by Alex Marshall Jr.
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 Marshall 5/9/2017
My commission expires: P.O.A.



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.

My commission expires:

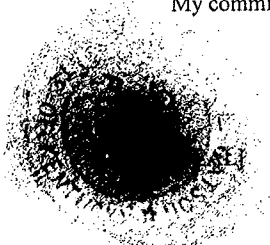


5/9/2017
Cynthia O'Connell
NOTARY PUBLIC
Notary ID# 489043

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

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

My commission expires:



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

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

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

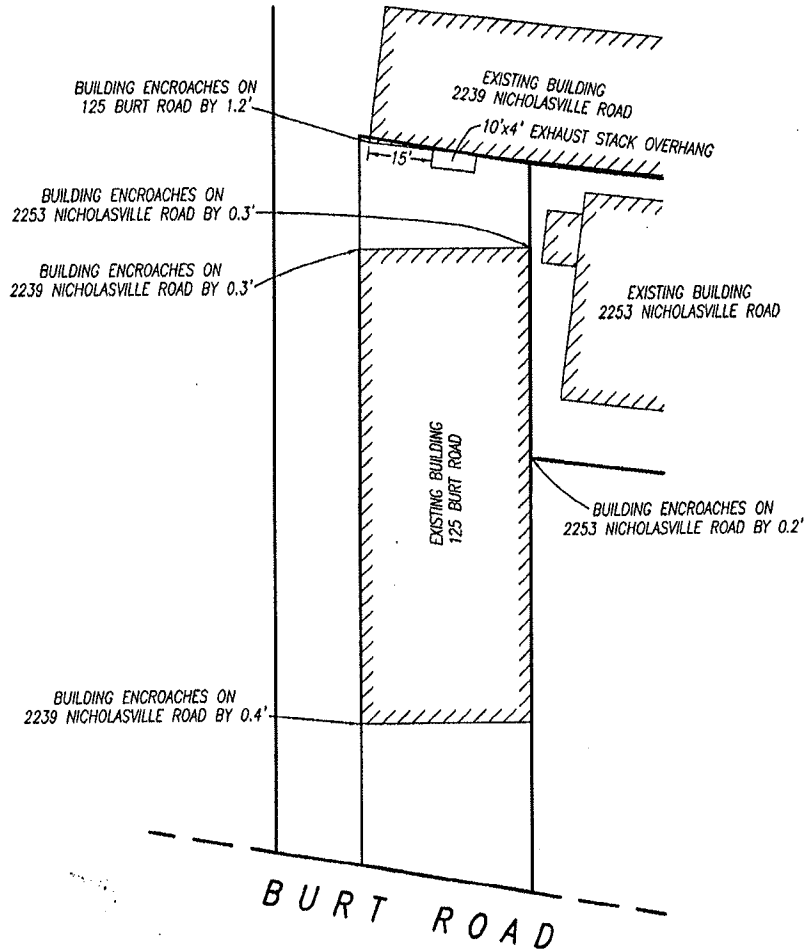
Being the same property conveyed by Zandale Plaza Car Wash, Inc. to Dickens Linoleum & Supply Company, Inc., a Kentucky corporation, by deed dated April 4, 1964 and of record in Deed Book 794, Page 476, in the Fayette County Court Clerk's Office.

EXHIBIT B

Being Lot 2-A, Block A, Unit 1-A of Zandale Plaza Subdivision to the City of Lexington, Fayette County, Kentucky, as shown by map or plat thereof of record in Plat Cabinet D, Slide 303, in the Fayette County Clerk's Office; the improvements thereon being known as 2253 Nicholasville Road.

EXHIBIT C

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 169.00 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) and 3 (Three), S 15-21 W 169.00 feet to the point of beginning, and being the southerly 169.00 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



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

ENCROACHMENT PLAT
 JEFF'S CAR WASH
 BURT ROAD
 LEXINGTON, KENTUCKY
 PREPARED: JULY 3, 2014
 BY: BALDWIN ENGINEERING CORPORATION
 116 SOUTH HIGHLAND STREET
 WINCHESTER, KENTUCKY
 SCALE: 1" = 30'
 FILENAME: F:\MISC\BPP...\BPP\JEFFS4
 DRAWING No: 02-3535



EXHIBIT
 D

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

201408260077

August 26, 2014 10:27:14 AM

Fees	\$34.00	Tax	\$.00
------	---------	-----	--------

Total Paid	\$34.00
------------	---------

THIS IS THE LAST PAGE OF THE DOCUMENT

11 Pages

384 - 394