

LAKEHILL CIRCLE

N62°17'00"W 171.17'

S06°27'00"W 182.20'

LOT-6

2040

153.53'

20' R.

IRON PIN
(FOUND)

N62°31'00"W 138.31'

N51°33'00"E 130.00'

LOT-5

S66°45'00"E 257.00'

4.87'
N29°14'00"E

60.26'
S60°46'00"E

6.71'
N29°14'00"E

N62°31'00"W 103.28'

ENCROACHMENT
AREA

349.12 SQ.FT.

2036

IRON PIN
(FOUND)

S30°49'00"W

IRON PIN
(FOUND)

138.00'

LAKE SIDE DRIVE

EXHIBIT "A"



FOSTER-ROLAND, INC.

SURVEYORS / LANDSCAPE ARCHITECTS / LAND USE PLANNERS

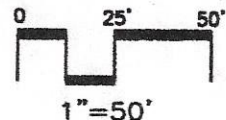
449 South Ashland Avenue / Lexington, Kentucky 40502

Phone: (859) 269-3338 / FAX: (859) 269-3451

Toll Free: (888) 403-7200

E-mail: fosterroland@aol.net

Not warranted by
Realtors or
Sellers



Addendum B**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT, made and entered into on this the 20th day of July, 2004, by and between **JANE K. WOODRUFF** and **K.J. WOODRUFF**, wife and husband, of 2040 Lakeside Drive, Lexington, Kentucky, 40502, hereinafter referred to as "FIRST PARTY" and **LEN W. MORROW, TRUSTEE OF THE MARILYN ROSE MORROW QUALIFIED PERSONAL RESIDENCE TRUST U/T/A DATED DECEMBER 3, 1997**, of 2036 Lakeside Drive, Lexington, 40502, hereinafter referred to as "SECOND PARTY";

WITNESSETH:

WHEREAS, FIRST PARTY is the owner of that certain tract of real estate known and designated as 2040 Lakeside Drive, Lexington, Kentucky, which property was conveyed to Jane K. Woodruff, by deed dated the 27th day of December, 1989, and of record in Deed Book 1534, Page 674, in the Office of the Fayette County Clerk;

WHEREAS, SECOND PARTY is the owner of that certain tract of real estate known and designated as 2036 Lakeside Drive, Lexington, Kentucky, which property was conveyed to **SECOND PARTY** by deed dated December 31, 1997, of record in Deed Book 1955, Page 234, in the Office of the aforesaid Clerk;

WHEREAS, the parties agree that a consolidated record plat recorded in Plat Cabinet F, Slide 322, relating to these tracts did not grant any encroachment or easement from the **FIRST PARTY** to the **SECOND PARTY** relating to the **FIRST PARTY'S** property.

RETURN TO :
Samuel G. Carneal
Gess Mattingly & Atchison, P.S.C.
201 W. Short Street
Lexington, KY 40507

WHEREAS, no deed pursuant to the Plat was ever filed and the parties subsequently have consented to execute this Encroachment Agreement in lieu of a deed of transfer, and hereby agree to execute and take all steps reasonably necessary to cancel the aforesaid Consolidation Plat, which will operate to place the respective property lines back to the original location;

WHEREAS, SECOND PARTY has constructed a pool deck and patio, portions of which encroach upon **FIRST PARTY'S** property in the manner more particularly shown on "**Exhibit A**";

WHEREAS, SECOND PARTY has requested **FIRST PARTY** to consent to said encroachment, and the parties have now reached an agreement which they desire to reduce to writing;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. **FIRST PARTY** hereby consents to the encroachment of the pool deck and patio upon their property described and set forth in the drawing attached hereto as "**Exhibit A**".
2. No alterations or additions are to be made by **SECOND PARTY** to the aforesaid pool deck and patio which would result in any further encroachment upon **FIRST PARTY'S** property.
3. **SECOND PARTY** shall make no claims against **FIRST PARTY** for any losses or damages, of whatsoever nature, sustained by them, and (b) shall indemnify and save harmless **FIRST PARTY** from any and all claims for personal injury or property or other damages made by or on behalf of any persons, firms or corporations, including agents and employees of **FIRST PARTY**, and (c) shall indemnify and save harmless **FIRST PARTY** from any losses or expenses, of whatsoever nature, sustained by **FIRST PARTY** from any losses or expenses, of whatsoever

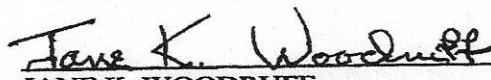
nature, sustained by **FIRST PARTY**, arising from or growing out of the encroachment upon **FIRST PARTY'S** property.

4. **SECOND PARTY** makes no claim to **FIRST PARTY'S** property where the encroachment exists, other than the right to the continued enjoyment of the pool deck and patio as set forth above. Provided, however, should the pool deck and patio be permanently destroyed, or should the pool deck and patio be in violation of any building code or restriction, or should **SECOND PARTY** willingly remove the encroachment from property owned by **FIRST PARTY**, this encroachment agreement shall terminate, and all rights conveyed hereunder shall immediately terminate.

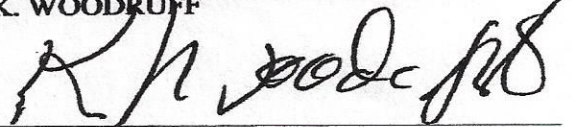
5. This Agreement and the obligations herein expressed shall be considered as running with the land and shall extend to, bind and inure to the benefit of the parties hereto and their respective heirs, assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the day and year first above written.

FIRST PARTY:



JANE K. WOODRUFF



K. J. WOODRUFF

SECOND PARTY:

Len Morrow *Trustee of the Marilyn Rose Morrow Qualified Personal Residence Trust*
LEN MORROW, Trustee of the Marilyn Rose Morrow Qualified Personal Residence Trust u/t/a dated December 31, 1997



COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE) SCT.
The foregoing instrument was acknowledged before me this 20 day of July, 2004, by Jane K. Woodruff and K.J. Woodruff, her husband, First Party.

Jeffrey R. Walker
NOTARY PUBLIC, KENTUCKY
STATE-AT-LARGE
My Commission expires: 11-03-07

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE) SCT.

The foregoing instrument was acknowledged before me this 7 day of July, 2004, by Len W. Morrow, Trustee of the Marilyn Rose Morrow Qualified Personal Residence Trust u/t/a dated December 31, 1997, Second Party.

Tim Walker
NOTARY PUBLIC, KENTUCKY
STATE-AT-LARGE
My Commission expires: 1-7-2007

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.

Donald W Blevins

By: Doug BRADLEY, dc

200407220099

July 22, 2004

09:09:52 AM

Fees \$18.00

Tax \$0.00

Total Paid \$18.00

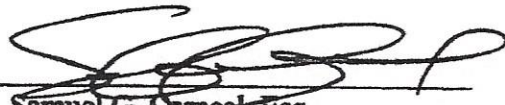
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7 Pages

492 - 498

PREPARED BY:

GESS MATTINGLY & ATCHISON, P.S.C.

BY: 
Samuel G. Carneal, Esq.

201 West Short Street
Lexington, KY 40507-1269
Telephone: (859) 252-9000

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