

FAYETTE CO, KY FEE \$6,056.00

SUSAN LAMB

STATE OF KY DEED TAX - AMOUNT \$6,000.00

COUNTY CLERK

PRESENTED/LODGED: 04/01/2024 10:53:16 AM

BOBBIE MARSTELLA, DEPUTY CLERK 202404010153

BK: DB 4065

PG: 51-57



### GENERAL WARRANTY DEED

This **GENERAL WARRANTY DEED** is made and entered into this 28th day of March, 2024, by and between **WILLIAM ZIERING, TRUSTEE OF THE WILLIAM ZIERING TRUST DATED JUNE 18, 2015, AND ANY AMENDMENTS THERETO**, 28657 North Twin Oaks Valley, Vista, California 92084 ("Grantor") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee"); the Grantee's address is the mailing and tax in-care-of address for the current tax year.

### WITNESSETH:

That for and in consideration of payment of the sum of **SIX MILLION DOLLARS AND 00/100 CENTS (\$6,000,000.00)**, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, in fee simple, its successors and assigns forever, all the

Return to:  
Cynthia Cannon-Ferguson  
LFUCG, Dept. of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, KY 40507

following described property located in Fayette County, Kentucky, and more fully described as follows, to-wit:

**134 W. NEW CIRCLE ROAD**  
**AND**  
**130 W. NEW CIRCLE ROAD, SUITE 170**

All that tract or parcel of land situated along the southern side of W. New Circle Road between N. Broadway and Limestone Street in Lexington, Fayette County, Kentucky, more fully described and bounded as follows, to-wit:

Being all of Lot 1 (consisting of 0.54 Acres) and Lot 5 (consisting of 7.59 Acres) as depicted on the Amended Final Record Plat of Chestnut Crossing, as is duly recorded on a plat of record in Plat Cabinet M, Slide 535, in the Fayette County Clerk's office, which plat is hereby referred to and made a part of this description being known and designated as 134 West New Circle Road and 130 West New Circle Road, Suite 170, respectively.

Together with the rights and easements as follows:

1. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated July 26, 2004, by and between New Circle Crossings, LLC, and Goodwill Industries of Kentucky, Inc., of record in Deed Book 2477, Page 566, and as amended by that certain First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated May 2, 2005 by and between New Circle Crossings, LLC and Goodwill Industries of Kentucky, Inc., of record in Deed Book 2546, Page 706, both of record in the office of the Fayette County Clerk.
2. Those certain easements and notations listed on plats of record in Plat Cabinet K, Slide 80 and Plat Cabinet M, Slide 535, all in the office of the Fayette County Clerk;
  - a. 26' Access Easement abutting W New Circle Road; and
  - b. 26' Access Easement abutting Limestone Street.
3. Easement for Party Wall and Fire Sprinkler Main dated May 2, 2005 made and entered into by New Circle Crossing, LLC, of record in Deed Book 2546, Page 683, in the office of the Fayette County Clerk.
4. Encroachment Agreement dated May 18, 2005, by and between New Circle Crossings, LLC and Goodwill Industries of Kentucky, Inc., of record in Deed Book 2554, Page 744, in the office of the Fayette County Clerk.

Being the same property conveyed to William Ziering, Trustee of the William Ziering Trust dated June 18, 2015, and any Amendments thereto by Deed of New Circle Crossings, LLC, Delzan Properties, LLC and Fortune Trade Center, LLC dated March 10, 2017, of record in Deed Book 3474, Page 350 in Fayette County Clerk's Office.

**TO HAVE AND TO HOLD** the above-described property together with all rights, appurtenances, and improvements thereunto belonging unto the Grantee, its successors and assigns, forever, in fee simple.

And the Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his right, title and interest in and to the above described property, including all exemptions allowed by law, and does hereby covenant to and with said Grantee, its successors and assigns forever, that he is lawfully seized in fee simple of said property and has a good and perfect right to sell and convey the same as herein done, that said property is free and clear of all encumbrances of whatsoever nature, except as provided herein, and with said exceptions, Grantor will **WARRANT GENERALLY** the title thereto.

#### **CONSIDERATION CERTIFICATE**

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$6,000,000.00. Grantee joins in this Deed for the sole purpose of certifying the consideration, as authorized by Resolution No. 091-2024 passed by the Lexington-Fayette Urban County Council on March 7, 2024.

**IN WITNESS WHEREOF**, the parties have hereto signed this deed this the day and year first above written.

**GRANTOR:**

**WILLIAM ZIERING, TRUSTEE OF  
THE WILLIAM ZIERING TRUST  
DATED JUNE 18, 2015, AND ANY  
AMENDMENTS THERETO**

BY:   
WILLIAM ZIERING,  
TRUSTEE

STATE OF CALIFORNIA         )  
  )  
COUNTY OF SAN DIEGO       )

The foregoing deed and consideration certificate was subscribed, sworn to and acknowledged before me by William Ziering, as Trustee, for and on behalf of The William Ziering Trust dated June 18, 2015, and any amendments thereto, on this 28th day of March, 2024.

See Attached  
Certificates *ch*  
3-29-2024 Ch

~~\_\_\_\_\_  
Notary Public, California, State-at-Large  
My Commission Expires: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Notary ID # \_\_\_\_\_~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 29<sup>th</sup>  
day of March, 2024, by William Ziering

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Cindy Hawkes

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego )

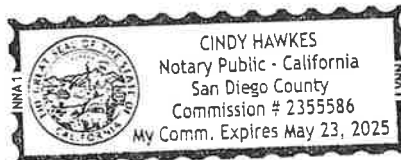
On March 29, 2024 before me, Cindy Hawkes, Notary Public  
(insert name and title of the officer)

personally appeared William Ziering,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cindy Hawkes (Seal)



**GRANTEE:**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY: *Linda Gorton*  
LINDA GORTON,  
MAYOR

COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )

The foregoing consideration certificate was subscribed, sworn to and acknowledged before me, by Linda Gorton, as Mayor, for and on behalf of the Lexington-Fayette Urban County Government, for and on behalf of the Government, on this 28th day of March, 2024.

*Cynthia A. Cannon-Ferguson*  
Notary Public, Kentucky, State-at-Large

My Commission Expires: 2 / 26 / 2025

Notary ID # KYNP 218166

PREPARED BY:

*EVAN P. THOMPSON*

EVAN P. THOMPSON,  
Attorney Sr.  
Lexington-Fayette Urban  
County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

