

13

\$70

Rec'd 46.0078

Ex. Pg. 8-814

Date 7/22/2025

219/596

City Clerk's Certification

I certify I am the duly qualified City Clerk of the City of Leitchfield, Kentucky, and the following 12 pages of Ordinance No. 2025-07 is true, correct, and a complete copy duly adopted by the City Council at a duly convened meeting held on June 2, 2025, all as appears in the official records of said City.

Witness, my hand, this 10th day of July 2025

Lois Wesley
CITY CLERK, LETICHFIELD

RECEIVED AND FILED
DATE July 23rd
2025
MICHAEL G. ADAMS
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY Jama Phillips

ORDINANCE NO. 2025-07

ORDINANCE ANNEXING PROPERTY BY CONSENT

ORDINANCE ANNEXING 3.735 ACRES OF PROPERTY LOCATED AT 1710 SUNBEAM ROAD, LEITCHFIELD, KY 42754 PRESENTLY OWNED BY Michael Keith Lucas and Nancye Lynn Lucas WITH SAID PROPERTY BEING CONTIGUOUS TO EXISTING CITY LIMITS

WHEREAS, the Property owners own certain real property located in Grayson County, Kentucky at 1710 Sunbeam Road, Leitchfield, KY 42754 and more particularly described in "Exhibit A" attached hereto and by this reference made a part hereof (the "Property"); and,

WHEREAS, the Property meets the statutory requirements of consensual annexation under Kentucky Revised Statute 81A.410 and the Property owners consent to the Property being annexed into the City of Leitchfield, Kentucky by prior written consent;

WHEREAS, the proposed Property to be annexed is adjacent or contiguous to the City, and the property is urban in character and suitable for annexation purposes; and,

WHEREAS, pursuant to KRS 81A.412, the City of Leitchfield may annex any area which meets the requirements for annexation if the owner of record of the land to be annexed gives prior consent in writing; and,

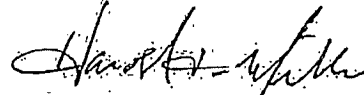
WHEREAS, the City of Leitchfield declares it desirable to annex the property as described in "Exhibit A" of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF LEITCHFIELD, KENTUCKY pursuant to KRS 81A.412 as follows;

1. The Property presently owned by Michael Keith Lucas and Nancye Lynn Lucas located at 1710 Sunbeam Road, Leitchfield, KY 42754, containing 3.735 acres, which property is identified on the attached map and further described in the attachments to this Ordinance, all of which is contiguous or adjacent to existing city limits, shall be and is hereby annexed into the City of Leitchfield, Kentucky by consent of the owners, and the boundaries of the City are hereby extended so as to include and incorporate all of this real estate into the City of Leitchfield, Kentucky.

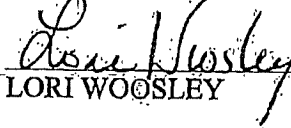
2. A copy of this Ordinance shall be forwarded to the Public Works Department and Planning and Zoning, those departments are hereby authorized and directed to make the necessary changes to the territorial limits of the City Code of Ordinances to reflect this annexation, if required.
3. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.
4. All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

DULY ENACTED ON THE 2nd DAY OF JUNE 2025 AFTER FIRST BEING READ ON THE 19th DAY OF MAY 2025, SAID ORDINANCE TO BE EFFECTIVE UPON PUBLICATION.



HAROLD MILLER, MAYOR

CLERK ATTEST


LORI WOOSLEY

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ___ day of May, 2025 by and between the City of Leitchfield, Kentucky (herein after "the City"), and Michael Keith Lucas and Nancye Lynn Lucas, husband and wife (herein after referred to as "Property owners").

WITNESSETH:

WHEREAS, the Property owners own certain real property located in Grayson County, Kentucky at 1710 Sunbeam Road, Leitchfield, KY 42754 and more particularly described in "Attachment A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, due to the City of Leitchfield, KY, being under planning and zoning regulations by ordinance a map of said zoning is attached and marked as "Attachment B";

WHEREAS, the Property meets the statutory requirements of consensual annexation under Kentucky Revised Statute 81A.410;

WHEREAS, the Property owners consent to the Property being annexed into the City of Leitchfield, Kentucky;

WHEREAS, the Property owners acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Kentucky Revised Statute 81A.412;

WHEREAS, the Property owners and the City agree that at the time the City makes a determination that the Property meets the statutory requirements for voluntary annexation under the provisions of Kentucky Revised Statutes 81A.410 and 81A.412, and upon the request, the Property owners or the City shall execute all documents, if any, required by the City to complete the necessary requirements for the voluntary annexation of the Property;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

Section 1 Recitals:

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

Section 2 Annexation:

Property owner initials: MKL NLY

- A. The Property owners and the City acknowledge and agree that this Agreement constitutes an Agreement for the voluntary annexation of the Property pursuant to Kentucky Revised Statutes 81A.410 and 81A.412.
- B. The City hereby agrees within a reasonable time after the execution of this document it shall present an ordinance to the local governing body for approval of the annexation subject of this Agreement.
- C. The Property owners agree and acknowledge that this Agreement does not in any way obligate or require the City to annex the Property or grant to the Property owners any particular zoning which may be requested in connection with such annexation.
- D. The Property owners agree the Property, if annexed, shall be subject to the planning and zoning restrictions of the City of Leitchfield which may be amended from time to time.

SECTION 3. Agreement Runs with the Land.

In consideration as stated above, the Property owners and the City acknowledge and agree this Agreement is irrevocable and, further, this Agreement and all other rights and obligations of the parties hereunder are intended to and shall run with the Property, and shall bind, and insure to the benefit of the parties hereunder and their respective successors in title.

SECTION 4. Representations.

- A. The Property owners hereby warrant and represent to the City that the Property owners currently own title to the Property in fee simple and have full power and authority to enter into this Agreement.
- B. The City makes no representations or warranties with regard to this Agreement and reserves the right to process this Agreement in its sole and absolute discretion.
- C. The City hereby agrees to provide the required survey description and map for recording purposes.

SECTION 5. Notice.

Pursuant to Kentucky Revised Statutes 81A.410 and 81A.412 the City is not required to give notice of the date and time of the reading of the ordinance of voluntary annexation of the Property by the signing of this document. The Property owners hereby waive their appearance at the first and second reading of the ordinance of consensual annexation of their Property.

SECTION 6. Recording.

The Property owners agree it shall be the responsibility of the City to record and pay for the recording fees of all required documentation, maps and surveys in order to complete the annexation process.

SECTION 7. Real Property Taxes and Obligations.

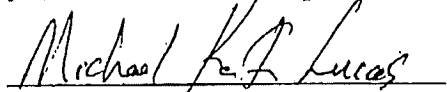
Property owner initials: MKL AGJ

The Property owners agree that the Property shall be subject to the real property tax administered by the City and said tax obligation shall be prorated to the approval of the annexation ordinance of their Property. The Property owners agree their property shall be subject to the rules, ordinances and codes of the City.

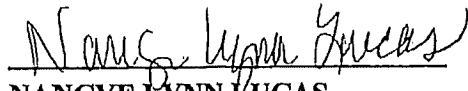
SECTION 8. MISCELLANEOUS.

- A. Any future owners of the Property shall take title to the property subject to the terms of this agreement and by accepting a deed of conveyance to the property agree to be bound by the terms and conditions of this agreement.
- B. This Agreement shall not be modified or amended, unless in writing and signed by all parties hereto, or their respective successors and assigns.
- C. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Kentucky.
- D. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.
- E. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- F. Each and every remedy not or hereafter existing at law or in equity, the parties hereto expressly agree that the City shall have the right to enforce this Agreement by an action for specific performance.
- G. As from time to time the Property owners and the City agree to execute any additional documents as may be necessary in order to effectuate the provisions of this Agreement.
- H. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.
- I. The attached Attachment is part of this Agreement as though fully set forth in this Agreement.

IN TESTIMONY WHEREOF, witness the hands of the parties hereto on the day month and year indicated in their respective acknowledgement.



MICHAEL KEITH LUCAS
PROPERTY OWNER



NANCY LYNN LUCAS
PROPERTY OWNER

Property owner initials: MKL NLL

Harold Miller

**HAROLD MILLER,
MAYOR CITY OF
LEITCHFIELD**

STATE OF KENTUCKY)

) SS

COUNTY OF GRAYSON)

I, the undersigned, a Notary Public, in and for the state and county aforesaid, do hereby certify that the foregoing was this day produced, signed, acknowledged and sworn to before me by **MICHAEL KEITH LUCAS AND NANCYE LYNN LUCAS, husband and wife**, they acknowledge that they executed this to be their free act and deed.

Given under my hand this 16th day of May,
2025. My commission expires: 12-20-27

Cam Aes
Notary Public, KY State at Large
ID KYNP83657

STATE OF KENTUCKY)

) SS

COUNTY OF GRAYSON)

I, the undersigned, a Notary Public, in and for the state and county aforesaid, do hereby certify that the foregoing was this day produced, signed, acknowledged and sworn to before me by **the MAYOR OF LEITCHFIELD, HAROLD MILLER**, they acknowledge that they executed this to be their free act and deed.

Given under my hand this 16th day of May,
2025. My commission expires: 2/16/29

David Wesley
Notary Public, KY State at Large
ID KYNP96712

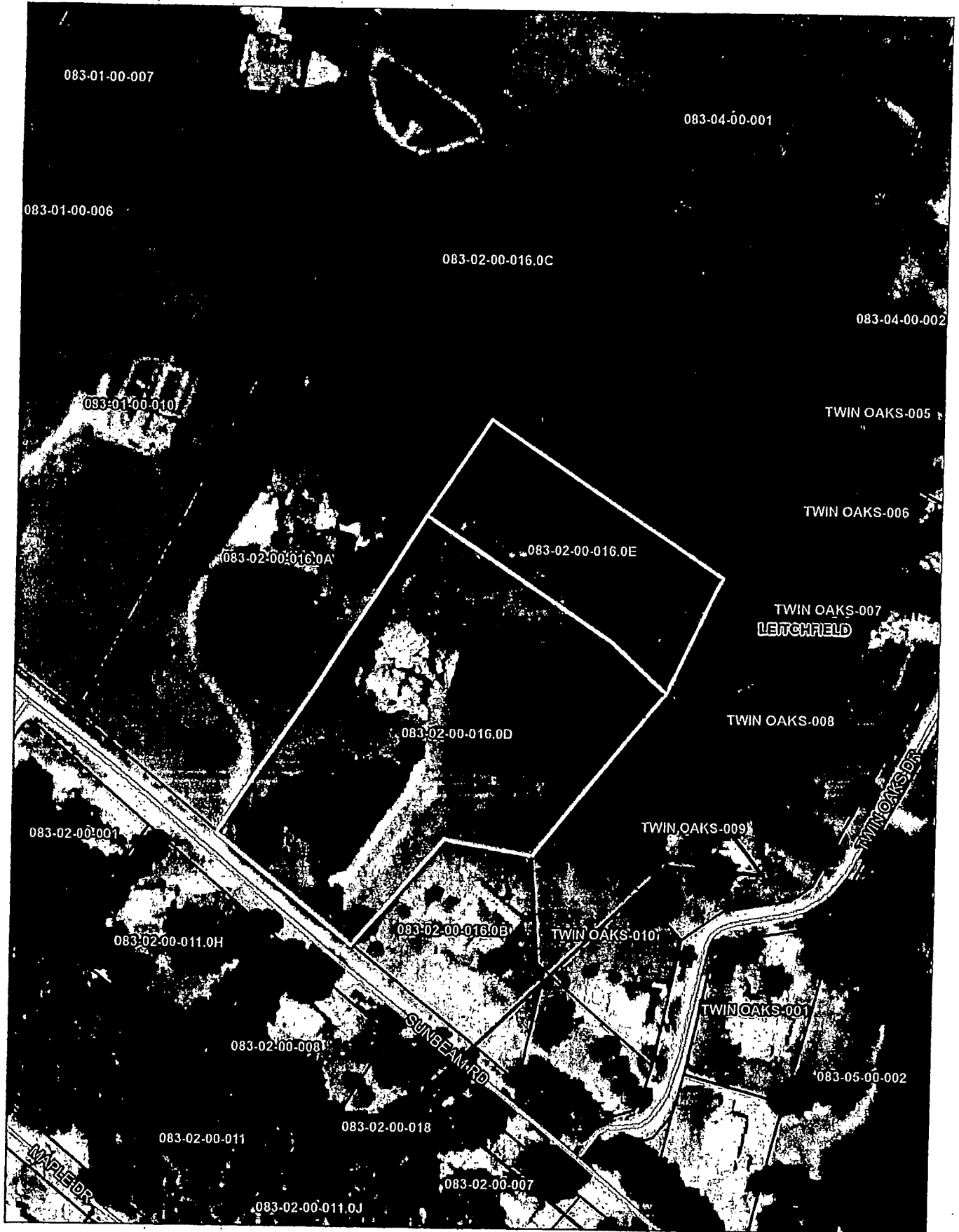
Property owner initials: MKL NGY

TENDERED BY:

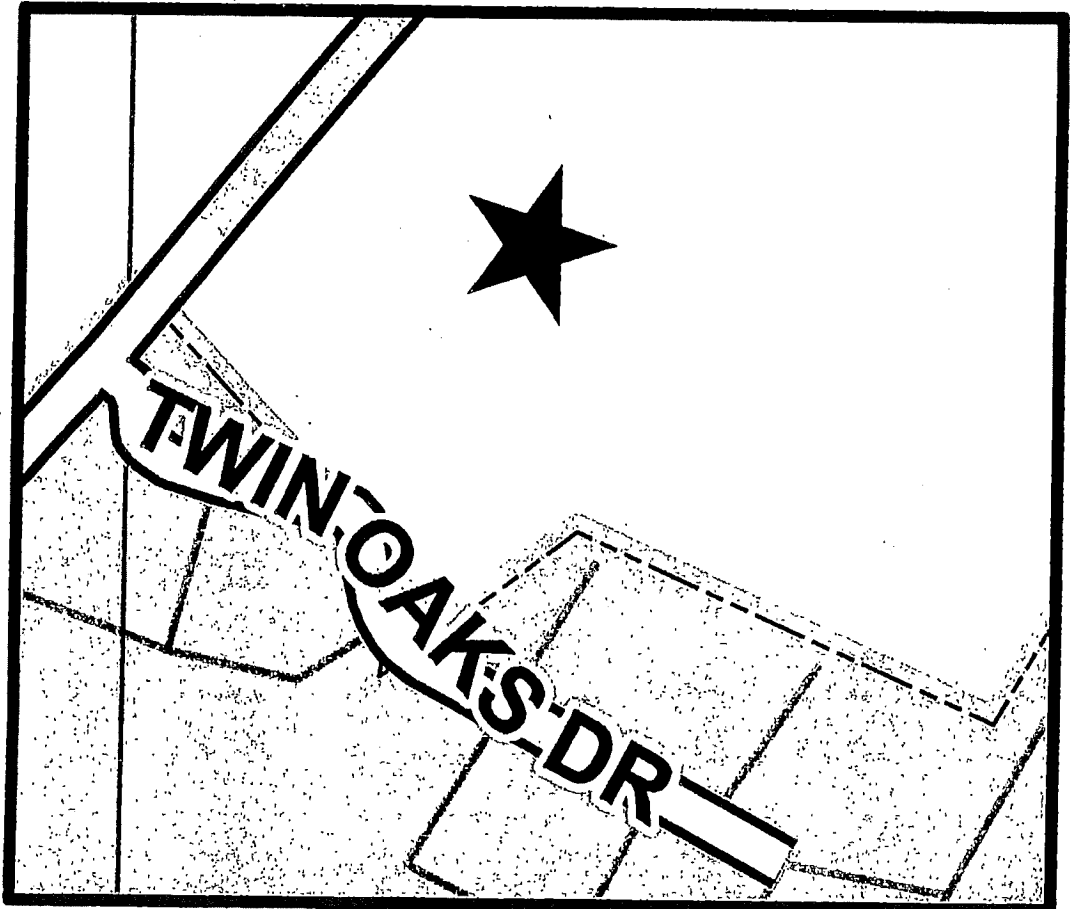
Earlene Whitaker Wilson

HON. EARLENE WHITAKER WILSON
CITY ATTORNEY FOR CITY OF LEITCHFIELD
515 South Main Street
Leitchfield, KY 42754

Property owner initials: MKL NYJ



Star is approximate location of 1710 Sunbeam Rd. Incorporated properties bordering this property are zoned R-2 (Single Family Medium Density). This zone classification shall extend to the property after annexation.



*Taken
by Antonna*

402/36
D E E D

2777.00
Rec'd 17.00
Ex. Pg.
Tax 200.00
Date 10-13-2010

THIS DEED made and entered into this the 12th day of October, 2010, by and between **JERROD L. DAVIS and MONICA L. DAVIS**, his wife, of 1710 Sunbeam Road, Leitchfield, Kentucky, 42754; whether one or more, hereinafter called First Party; and **KEITH LUCAS and NANCYE LUCAS**, his wife, of 1710 Sunbeam Road, Leitchfield, Kentucky 42754, or the survivor of them, whether one or more, hereinafter called Second Party.

WITNESSETH: That for a valuable consideration paid, the receipt of which is hereby acknowledged, the First Party has this day and does by this instrument grant, bargain, sell and convey unto the Second Party, for and during their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, the following described property located in Grayson County, Kentucky, to wit:

TRACT ONE:

A certain tract of land lying on the northeast right-of-way of Sunbeam Road in the city Leitchfield, Grayson County Kentucky, adjoining the Twin Oaks Subdivision and being further described as follows:

Beginning at a 1/2" rebar (found at the base of a wood post on the north right-of-way of Sunbeam Road (30' from center), also being the south east corner to the Park Gentry tract (D.B. 149, Pg. 184 & D.B. 161, Pg. 276), thence with the east line of the said Gentry tract as follows: N-31-28-00-E for a distance of 398.50 feet to a 1/2" rebar (set), said rebar being a new division point to parent tract, thence severing said parent tract as follows: S-56-33-01-E for a distance of 358.03 feet to a 1/2" rebar (set), said rebar being a new corner set 3.00 feet east of 16" Sycamore and also being in the west line of lot #9 of the Twin Oaks Subdivision, thence with said line of lot #9 as follows: S-40-11-00-W for a distance of 128.50 feet to a 1/2" rebar (found), said rebar being the north west corner to Lot #10 of the Twin Oaks Subdivision, thence with the west line of Lot #10 as follows: S-40-11-00-W for a distance of 74.43 feet to a 1/2" rebar (found), said rebar being a northern corner to the Charlie White tract, thence with the northern line of said White property as follows: N-82-48-36-W for a distance of 117.82 feet to a 1/2" rebar (found); at the east base of a maple, and S-40-18-13-W for a distance of 167.82 feet to a 1/2" rebar (found) on the northeast right-of-way of Sunbeam Road (30' from center), thence with the northeast right-of-way as follows N-50-06-00-W for a distance of 196.00 feet to point of beginning. **CONTAINING: 2.655 ACRES** as surveyed by Clemons Land Surveying on 1-14-97. Kendall Clemons P.L.S. 2811.

TRACT TWO:

A certain tract of land lying and being in Grayson County, Kentucky, at the northwest edge of the city of Leitchfield between Lilac and Sunbeam Road and adjoining the Twin Oaks Subdivision and being further bounded and described as follows:

Note: All "rebars (set)" are 1/2" X 18" steel rebar with identification cap K. Clemons #2811 unless otherwise noted.

Beginning at a steel rebar (found) approximately 3' east of a 16" Sycamore Tree. Said rebar being the northeast corner to Billy Davis (D.B. 274, Pg. 870) and in the line of west line Lot 9 of Twin Oaks Subdivision; thence N-39-38-39-E, 60.43" to a steel rebar (found). Said rebar being the north corner to Lot 9 and southwest corner to Lot 8 of Twin Oaks Subdivision; thence N-25-57-00-E, 60.97 with the west line of Lot 8 to a steel rebar (set); a new corner; thence severing the Parent Tract, N-54-04-00-W, 362.00' to a steel rebar (found). Said rebar being approximately 8' Southwest of a marked 12" Poplar. Said rebar also being the northeast

corner to Park Gentry (D.B. 149, Pg. 184 & D.B. 161, Pg 276) and a southwestern corner to the Parent Tract; thence with Gentry's east line S-31-21-56-W, 136.35' to a steel rebar (found). Said rebar being Gentry's east line and being the northwest corner to Davis; thence with Davis' north line S-56-33-35-E, 357.97' to the point of beginning. CONTAINING 1.070 Acres according to a survey performed on 9-9-02 by Clemons Engineering and Land Surveying, Kendall Clemons P.L.S. #2811.

Subject to any covenants, easements, and restriction on record in effect to date.

Being that property conveyed to First Party herein by deed dated April 10, 2009, from Joe Morris, et ux, appearing in Deed Book 390, Page 552, records of the Grayson County Clerk.

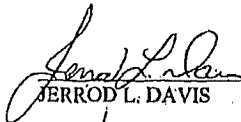
The Tax Bill for the current year may be sent c/o Keith Lucas, 1710 Sunbeam Rd., Leitchfield, KY 42754.

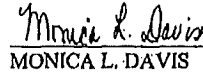
THE CASH CONSIDERATION FOR THIS CONVEYANCE IS \$260,000.00.

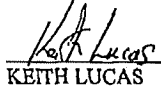
TO HAVE AND TO HOLD the above described property, together with all the rights, privileges and appurtenances thereunto belonging unto the Second Party, for and during their joint lives, with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, with Covenant of GENERAL WARRANTY.

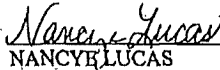
CONSIDERATION CERTIFICATE. The parties hereto state the consideration reflected in this deed is the full consideration paid for the property. The grantees join in the execution of this deed for the sole purpose of certifying the consideration pursuant to the provisions of Chapter 382 of the Kentucky Revised Statutes.

IN TESTIMONY WHEREOF, witness the signatures of the First Party and Second Party on this the day, month and year first hereinabove written.


JERROD L. DAVIS


MONICA L. DAVIS

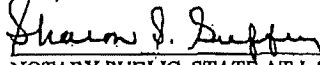

KEITH LUCAS


NANCY LUCAS

STATE OF KENTUCKY
COUNTY OF GRAYSON

I, the undersigned, a Notary Public, in and for the State and County, aforesaid, do hereby certify that the forgoing Deed and Consideration Certificate was acknowledged and sworn to before me by JERROD L. DAVIS and MONICA L. DAVIS, his wife, First Party, to be their free act and deed.

Witness my hand, this the 12th day of October, 2010.


NOTARY PUBLIC, STATE AT LARGE
MY COMM. EXPIRES: 8-10-12

STATE OF KENTUCKY
COUNTY OF GRAYSON

I, the Undersigned, a Notary Public, in and for the State and County, aforesaid, do hereby
certify that the foregoing Consideration Certificate was acknowledged and sworn to before me by
KEITH DAVIS and NANCYE DAVIS, his wife, Second Party, to be their free act and deed.

Witness my hand, this the 12th day of October, 2010.

Sharon S. Duffen
NOTARY PUBLIC, STATE AT LARGE
MY COMM. EXPIRES: 8-10-12

INSTRUMENT PREPARED BY:

Jerry W. Guffey
JERRY W. GUFFEY
ATTORNEY AT LAW
62 PUBLIC SQUARE
LEITCHFIELD, KY 42754
(270) 259-4828

State of Kentucky
County of Grayson... SS
This instrument was filed for record on the 13th
Oct 20 at 11:48 o'clock AM
and duly recorded in Book 1402
Page 56 of the records of this office.
Att. Charlotte Willis, Clerk
By Sharon S. Duffen, Deputy Clerk

State of Kentucky, County of Grayson...SCT
This instrument was filed for record on the
12 day of JULY 2015
at 11:51 o'clock A M and duly recorded in
MEC Book 119 Page 590
of the records of this office.
Att. Charlotte Willis, Clerk
By Alyssa Whelley Deputy Clerk

**Exhibit A
Annexation Description
3.720 Acre Tract**

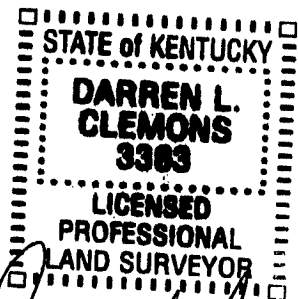
A certain tract of land lying and being in Grayson Co., Ky., adjoining the current city limits of Leitchfield, lying on the north side of Sunbeam Road and being more particularly bounded and described as follows:

BEGINNING at a city boundary point in the current Leitchfield city limits (1997 survey by Eugene Smith), said point being on the north side of Sunbeam Road and having a KY State Plane Single Zone Coordinate of: N:3704628.04; E:4758236.39

- Thence N 50°54'09" W a distance of 195.87' to a point;
- Thence N 30°45'27" E a distance of 397.95' to a point;
- Thence N 30°34'36" E a distance of 136.35' to a point;
- Thence S 54°51'20" E a distance of 362.00' to a point;
- Thence S 25°09'40" W a distance of 60.97' to a point;
- Thence S 39°07'07" W a distance of 60.45' to a point;
- Thence S 39°28'49" W a distance of 128.36' to a point;
- Thence S 39°28'49" W a distance of 74.35' to a point;
- Thence N 83°34'16" W a distance of 117.82' to a point;
- Thence S 39°36'02" W a distance of 167.63' TO THE POINT OF BEGINNING.

CONTAINING: 3.720 ACRES (162,050 Sq. Ft.) more or less according to a survey made by Clemons & Associates Land Surveying on the 7th day of July, 2025. Darren Clemons Ky. P.L.S. 3383. Subject to any and all rights-of-way, appurtenances, restrictions, and/or easements in effect to date. Bearings and distances are based on KY. State Plane Single Zone.

THE ABOVE DESCRIBED description is for annexation purposes ONLY and is not a boundary survey and does not meet the minimum standards of practice for Professional Land Surveyors.



Darren L. Clemons
7-7-25

