

RECEIVED AND FILED
DATE July 6, 2017

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY Handie Adkinson

STATE OF KENTUCKY

COUNTY OF JESSAMINE

I, ROBERTA WARREN, City Clerk of the City of Nicholasville and Notary Public in and for the Commonwealth of Kentucky, State at Large, hereby certify that the attached records are a true, full and complete copy of ORDINANCE 978B-2017: AN ORDINANCE ESTABLISHING A DECREE OF ANNEXATION OF THE HEREINAFTER DESCRIBED PARCEL OF LAND INTO THE CITY OF NICHOLASVILLE, KENTUCKY. (This ordinance establishes a decree of annexation of the property located at 3280 Lexington Road - 1071 Ashgrove Road, Nicholasville, Kentucky, for approximately 64.34 acres into the City of Nicholasville, Kentucky.

If you have any questions, please call (859) 885-1121.

Given under my hand and seal of office this 27th day of June, 2017.



Notary Public – Commonwealth of
Kentucky, State At Large

My Commission expires July 5, 2019.
ID# 534856

ORDINANCE 978B-2017

AN ORDINANCE ESTABLISHING A DECREE OF ANNEXATION OF THE
HEREINAFTER DESCRIBED PARCEL OF LAND INTO THE CITY OF
NICHOLASVILLE, KENTUCKY

WHEREAS, Jacqueline Bentley is the record owner of the property known and described herein as Exhibit "A" (the "Property"), and has requested and consented to annex all of the Property into the City of Nicholasville, Kentucky, pursuant to that certain Memorandum and Agreement by and among HP Acquisitions, LLC, Jacqueline Bentley and the City of Nicholasville, dated as of May 1, 2017 and attached hereto as Exhibit "B";

WHEREAS, the Property is adjacent and contiguous to the City's boundaries at this time and it is deemed in the best interest of the City to annex same;

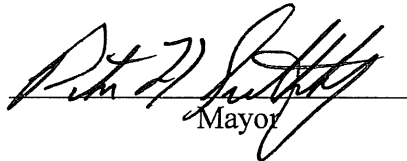
WHEREAS, the City has elected to establish zoning for the Property prior to the completion of the annexation pursuant to KRS 100.209 as described in Ordinance 978A-2017, a copy of which is attached hereto as Exhibit "C";

NOW THEREFORE BE IT ORDAINED that the Property be and is annexed into the City Limits of the City of Nicholasville, Jessamine County, Kentucky, and a map is attached hereto and identified as Exhibit "D" in accordance with KRS 81A.420.

This Ordinance shall take effect upon adoption, execution and publication.

FIRST READING

DATED: June 12, 2017

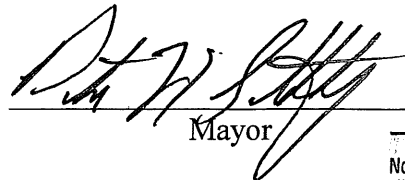

Mayor

ATTEST:


City Clerk

SECOND READING

DATED: June 26, 2017


Mayor

ATTEST:


City Clerk

Notice of Enactment of Ordinance
Notice is hereby given that the Nicholasville City Commission on June 26th enacted an ordinance, the full text of which is available for inspection in the office of the City Clerk, 517 N. Main Street, Nicholasville, KY. The ordinance by title and summary: **ORDINANCE 978B-2017: AN ORDINANCE ESTABLISHING A DECREE OF ANNEXATION OF THE HEREINAFTER DESCRIBED PARCEL OF LAND INTO THE CITY OF NICHOLASVILLE, KENTUCKY. (3280 LEXINGTON ROAD - 1071 ASH-GROVE ROAD, NICHOLASVILLE FOR APPROXIMATELY 64.34 ACRES INTO THE CITY OF NICHOLASVILLE.**

Roberta Warren, City Clerk
June 29, 2017

MEMORANDUM AND AGREEMENT

This Memorandum and Agreement ("Memorandum") is entered into on this 19 day of May, 2017, by and between **HP Acquisitions, LLC**, an Ohio limited liability company, 4901 Hunt Road, Suite 300, Cincinnati, Ohio 45242 ("**HP**"), **Jacqueline Bentley**, a single person, ("**Owner**"), and the **City of Nicholasville, Kentucky**, a Kentucky municipality of the third class, 517 North Main Street, Nicholasville, KY 40356 ("**City**") pursuant to the purposes and terms as more particularly stated below.

RECITALS

WHEREAS, KRS 81A.420 provides for the annexation of unincorporated territory by cities; and,

WHEREAS, Owner is the owner of the real property located in Nicholasville, Jessamine County, Kentucky consisting of 62.413 ± acres located on the corner of US 27 North and Ash Grove Pike, which property is more specifically described in Exhibit "A" attached hereto and incorporated by reference herein ("**Property**"); and,

WHEREAS, Owner intends to convey a portion of the fee simple title of the Property to HP pursuant to that certain Real Estate Purchase Agreement of July 2016, as amended; and,

WHEREAS, HP intends to develop the portion of the Property to be zoned residential and the Owner intends to develop the portion of the Property to be zoned commercial, both in accordance with the Zone Map Amendment Development Plan, a true and accurate copy of which is attached hereto as Exhibit "B" and incorporated by reference herein ("**Plan**"); and,

WHEREAS, the City, by and through its governing body, the Nicholasville City Commission, has deemed it advisable to annex the Property; and

WHEREAS, as an incentive to incorporate the entirety of the Property into the City through consensual annexation in order to make all municipal services available to said Property,

Owner and HP desire to enter into this Memorandum with respect to the annexation, zoning and development of the property:

NOW THEREFORE, based on, and in consideration of the recitals set forth hereinabove, the parties agree as follows:

(1) **Consideration Statement:** Owner hereby gives her consent to the annexation of the Property by the City pursuant to KRS 81A.412. Owner and HP shall in all other respects support an annexation ordinance proposed to the Commission for adoption, pursuant to applicable law. The City agrees to allow Owner and HP to request zoning for the Property in accordance with the Plan (B-2 for 2.51 acres; R-3 for 32.99 acres; and R-1E for 25.92 acres), in exchange for Owner's and HP's agreement as hereinafter set forth. Nothing in this agreement guarantees Owner or HP annexation or any specific zone map amendments relative to the Property. The parties hereto agree, however, that in the event Owner and HP do not receive either annexation or the desired zoning for the Property, Owner and HP have the absolute right to withdraw from this process and the terms and conditions of this Memorandum shall be held null and void and of no legal force. Furthermore, nothing contained within this Memorandum shall prejudice HP's, Owner's or any future owner's right to seek, at some point in the future, a zoning designation which is inconsistent with the current Comprehensive Plan in accordance with applicable law.

(2) **Incentive Fees:** An incentive fee payment shall be paid to the City by HP, Owner or any future owner of the Property, as follows:

- a. \$700.00 per multi-family unit in the R-3 area;
- b. with respect to the per lot fee in the R-1E area, an amount, when multiplied by the number of R-1E lots platted, which would be equal to the total incentive fee that would have

been generated if the R-1E area had been developed as R-1D lots based on a per unit fee of \$1,500.00; and

c. \$10,500.00 per acre in the B-2 area.

In order to guarantee payment of this incentive fee, a covenant running with the land shall be recorded in the Jessamine County Clerk's office setting forth that the incentive fee payment that will be made to the City by HP, Owner or any future owner of the Property, at the time that a building permit is received for each unit. It is understood that this fee may be increased in the future. If this is done, the City will grant a two (2) year grace period for the Property, which will begin on the date of this Agreement and the City shall collect only the above fees during that period of time.

(3) Other Terms and Conditions for Development: In areas where residential zoning is requested, HP will provide, prior to final annexation, a schedule of how many dwelling units it will build each year until the development is projected to be finished. In areas of R-1E zoning, living space per residential dwelling unit shall be a minimum of 1,500 square feet of living space for one-story and 1,600 square feet for two-story. This size restriction is to be calculated exclusive of carports, porches, terraces, patios, garages, other outbuildings and basements, even though the porch, terrace or garage is under the same roof. The front elevation on each single family residence shall be primarily brick, stone or cementitious material or any combination thereof, with vinyl architectural accents permitted. In the area of R-3 zoning, the minimum living space shall be 775 square feet. However, it is understood that the R-3 area will include units in size up to 1,600 square feet of living space. A statement to this effect shall be placed on the final record plats and in the deed of restrictions. It shall also be acknowledged that this will be enforced by the Nicholasville Planning Commission.

All residential dwelling units in the R-1E area shall have an attached two-car garage minimum of similar construction as the dwelling. A statement to this effect shall be placed on the final record plats and deed restrictions. It shall also be acknowledged that this will be enforced by the Nicholasville Planning Commission.

All electric service in this development shall be underground.

The Zoning Ordinances, Subdivision Regulations, Construction Specifications and Building Codes enforced by the City at the time of development shall be followed except as otherwise provided herein.

Street lights in this development which are to be located on public street right-of-way shall be installed in compliance with City specifications. Any variation from City specifications shall be approved prior to installation by the Nicholasville City Commission.

All fire hydrants shall be installed according to City specifications.

Private basketball goals in the street or on other public property shall be prohibited. A statement to this effect shall be placed on the final record plats and in the deed of restrictions. It shall also be acknowledged that this will be enforced by the Nicholasville Planning Commission and Nicholasville Code Enforcement Officer.

(4) Bonding Requirements: HP, Owner or any future owner shall comply with all City regulations relative to the delivery of a letter of credit in connection with the construction of public improvements on the Property.

(5) Representations: Owner and HP covenant, represent and warrant to the City that:

a. Owner has fee simple title to the Property and has the right and authority to consent to the annexation of the Property pursuant to KRS 81A.412. Owner and HP shall reimburse the City for any losses, costs, damages or expenses (including reasonable attorneys'

fees and court costs) incurred by the City if the annexation of the Property is challenged by another individual or entity claiming an ownership interest in the Property and/or disputing Owner's right and authority to consent to the annexation of the Property.

b. Owner's title to the Property is owned free and clear of any liens which could be chargeable to the City under KRS 81A.450 except taxes and governmental assessments which may be due and owing in respect of the Property all of which shall be paid at the closing of the anticipated sale of the Property by Owner to HP. Neither Owner nor HP have knowledge of any indebtedness or other obligation in respect of the Property for which the City shall become liable pursuant to KRS 81A.450. It is understood and agreed that the City shall not be liable for any obligations related to the Property pursuant to KRS 81A.450 unless the City has otherwise expressly assumed one or more obligations in writing. Owner and HP shall reimburse the City for any losses, costs, damages or expenses (including reasonable attorneys' fees and court costs) incurred by the City in connection with any such indebtedness or other obligation.

(6) Agreement Dependent on Annexation and/or Zoning: The parties hereto specifically acknowledge that, with the exception of those covenants set forth in Paragraph 5 herein, the covenants contained herein, and binding upon Owner and HP, are specifically conditioned on the annexation and zoning of the Property as specified above and in Exhibit "B."

(7) Entire Agreement and Modification: This Memorandum sets forth the entire and final agreement and understanding of the parties with respect to the subject matter hereof. Any and all other prior agreements, understandings or undertakings whether written or oral, with respect to the same, are hereby superseded and replaced by this Memorandum. This Memorandum may not be modified or amended except by an instrument, executed by each party.

(8) Authority: Each undersigned person signing on behalf of any party to this Memorandum certifies that (a) he/she is fully empowered and duly authorized by any and all

necessary action or consent required under any applicable law regulation and/or ordinance to execute and deliver this Memorandum for an on behalf of said party; (b) that said party has full capacity, power and authority to enter into and carry out its obligation under this Memorandum; and, (c) that this Memorandum has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

(9) Applicable Law: The laws of the Commonwealth of Kentucky shall govern the construction and interpretation of this Memorandum.

(10) Counterparts: This Memorandum may be executed in any number of identical counterparts, any of which may contain the signatures of less than all the parties hereto, but all of which together shall constitute a single Memorandum.

(11) Annexation and Zoning: In the event the City determines not to annex the entire Property and/or zone the Property in accordance with the zoning classifications set forth in paragraph one (1) of this agreement, then this Memorandum shall be null and void with the exception of the covenants set forth in Paragraph 5 herein.

(12) Joint and Several Liability: The representations, covenants, warranties and obligations of Owner and HP hereunder shall be joint and several.

(13) Recordation: The parties hereby agree that this Memorandum shall be duly filed of record in the Office of the Jessamine County Clerk.

This the 1st day of May, 2017.

CITY OF NICHOLASVILLE

BY:


MAYOR

HP ACQUISITIONS, LLC


MEMBER

ATTEST

BY: Roberta Wauer
CITY CLERK

Jacqueline Bentley
JACQUELINE BENTLEY

COMMONWEALTH OF KENTUCKY
COUNTY OF JESSAMINE, SCT...

Subscribed, sworn to and acknowledged before me this 1st day of May, 2017, by Peter H. Sutherland, Mayor of and for and on behalf of the City of Nicholasville, Kentucky, a Kentucky municipality of the third class, as authorized by resolution of the Nicholasville City Commission passed on May 1st, 2017.

My Commission expires: July 5, 2019.

Roberta Sherck Wauer 534856
NOTARY PUBLIC NO.

STATE OF OHIO
COUNTY OF Hamilton, SCT...

Subscribed, sworn to and acknowledge before me by Louis Guttman, as Member of and for and on behalf of HP Acquisitions, LLC, an Ohio limited liability company, this 1st day of May, 2017.

My Commission expires: 1-2-22.

Donna J. Gaenge
DONNA J. GAENGE
Notary Public, State of Ohio
My Commission Expires 01-02-2022
NOTARY PUBLIC STATE OF OHIO

COMMONWEALTH OF KENTUCKY
COUNTY OF JESSAMINE, SCT...

Subscribed, sworn to and acknowledged before me this 19 day of May, 2017, by JACQUELINE SUE BRYAN BENTLEY.

My Commission expires: March 23, 2020

Patricia J. Simpson 553071
NOTARY PUBLIC NO.

PREPARED BY:

Mrs. [Signature]
MEGHAN J. TYSON, ESQ.
CITY ATTORNEY
517 N. MAIN STREET
NICHOLASVILLE, KY 40356

ORDINANCE 978A-2017

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF NICHOLASVILLE (HP ACQUISITIONS, LLC, 4901 HUNT ROAD, SUITE 300, CINCINNATI, OHIO 45242, FROM A-1 (COUNTY) AGRICULTURE DISTRICT TO B-2 (CITY) HIGHWAY BUSINESS DISTRICT FOR APPROXIMATELY 2.51 ACRES OF LAND; A-1 (COUNTY) AGRICULTURE DISTRICT TO R-1E (CITY) SINGLE FAMILY RESIDENTIAL DISTRICT FOR APPROXIMATELY 25.92 ACRES OF LAND; A-1 (COUNTY) AGRICULTURE DISTRICT TO R-3 (CITY) MULTI-FAMILY RESIDENTIAL DISTRICT FOR APPROXIMATELY 32.99 ACRES OF LAND, LOCATED AT 3280 LEXINGTON ROAD AND 1071 ASHGROVE ROAD, NICHOLASVILLE, KENTUCKY 40356. TO INCLUDE STAFF COMMENTS PAGES 2 – 9, TO GRANT THE PARKING WAIVER, BUT TO ADD A NOTE TO THE AGREEMENT THAT IF PARKING IS NEEDED IT WILL BE ADDED AND TO ALSO INCLUDE THE FINDINGS OF FACT.)

WHEREAS, the Nicholasville Planning Commission held a public hearing on May 22, 2017, concerning certain amendments to the Official Zoning Map for the City of Nicholasville and recommended as follows:

TO APPROVE THE ZONE CHANGE REQUEST SUBMITTED BY HP ACQUISITIONS, LLC, 4901 HUNT ROAD, SUITE 300, CINCINNATI, OHIO 45242, FROM A-1 (COUNTY) AGRICULTURE DISTRICT TO B-2 (CITY) HIGHWAY BUSINESS DISTRICT FOR APPROXIMATELY 2.51 ACRES OF LAND; A-1 (COUNTY) AGRICULTURE DISTRICT TO R-1E (CITY) SINGLE FAMILY RESIDENTIAL DISTRICT FOR APPROXIMATELY 25.92 ACRES OF LAND; A-1 (COUNTY) AGRICULTURE DISTRICT TO R-3 (CITY) MULTI-FAMILY RESIDENTIAL DISTRICT FOR APPROXIMATELY 32.99 ACRES OF LAND, LOCATED AT 3280 LEXINGTON ROAD AND 1071 ASHGROVE ROAD, NICHOLASVILLE, KENTUCKY 40356. TO INCLUDE STAFF COMMENTS PAGES 2 – 9, TO GRANT THE PARKING WAIVER, BUT TO ADD A NOTE TO THE AGREEMENT THAT IF PARKING IS NEEDED IT WILL BE ADDED AND TO ALSO INCLUDE THE FINDINGS OF FACT;

WHEREAS, the City Commission of the City of Nicholasville has considered the respective record and desires to affirm the above recommendation;

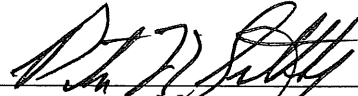
NOW THEREFORE BE IT ORDAINED that the above recommendation by the Nicholasville Planning Commission be adopted and approved as well as the Findings of Fact and Conclusions of the Nicholasville Planning Commission, which are incorporated by reference herein.

The Nicholasville Zoning Enforcement Officer is hereby directed to change the Official Zoning Map of the City of Nicholasville to be consistent with the above recommendation.

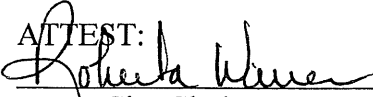
This Ordinance shall take effect upon adoption, execution and publication.

FIRST READING

DATED: June 12, 2017



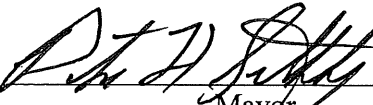
Mayor

ATTEST:


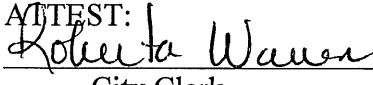
City Clerk

SECOND READING

DATED: June 26, 2017



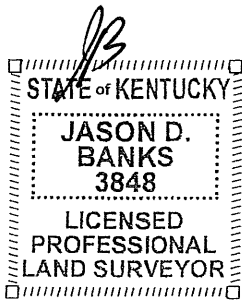
Mayor

ATTEST:


City Clerk

Notice of Enactment of Ordinance
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Roberta Warren, City Clerk
June 29, 2017



6-12-17

ANNEXATION BOUNDARY
CONNELL PROPERTY
PLAT CABINET 9; SLIDE 110

All that tract or parcel of land being situated easterly of and adjacent to US 27 – Nicholasville Road and southerly of and adjacent to KY 1980, Ash Grove Road and being more particularly described as follows, TO WIT:

Beginning at a point on the existing corporate limits of Nicholasville, Kentucky (Ordinance 552-2005), said point being the intersection of the easterly right-of-way of US 27 and the centerline of KY 1980, thence leaving the existing corporate limits of Nicholasville, Kentucky and continuing with the centerline of KY 1980, S 63°31'16" E – 532.07' to a point, thence S 87°05'16" E – 55.80' to a point, thence N 65°23'44" E – 113.37' to a point, thence S 86°39'16" E – 47.90' to a point, thence S 60°04'21" E – 322.07' to a point and S 60°06'44" E – 778.05' to a point, said point being the intersection of the centerline of KY 1980 and the common line of Connell and St. Andrews United Methodist Church property (D.B. 558; P. 382, P.C. 11; Sl. 336) extended, thence leaving the centerline of KY 1980 and continuing with the common line of Connell and St. Andrew United Methodist Church, S 20°20'22" W – 1858.63' to a point, common corner to Connell and St. Andrews United Methodist Church, and being on the line of Sibū P. Saha (D.B. 285; P. 220; D.B. 461; P. 505) and also being on the existing corporate limits of Nicholasville, Kentucky (Ordinance 552-2005), thence leaving the common line of St. Andrews United Methodist Church and continuing with the existing corporate limits of Nicholasville, Kentucky, N 69°20'35" W – 935.94' to a point, common corner to Connell and Bethel Harvest Church, Inc., thence leaving the common line of Connell and Saha and continuing with the common line of Bethel Harvest Church, Inc. and the existing corporate limits of Nicholasville, Kentucky (Ordinance 635-2007), N 20°48'12" E – 926.78' to a point and N 68°58'02" W – 904.42' to a point on the existing easterly right-of-way of US 27, common corner to Connell and Bethel Harvest Church, Inc., thence leaving the line of Bethel Harvest Church, Inc. and continuing with the easterly right-of-way of US 27 and the existing corporate limits of Nicholasville, Kentucky (Ordinance 552-2005), N 22°49'03" E – 785.11' to a point, thence N 13°09'41" E – 151.29' to a point, thence N 50°09'55" E – 54.96' to a point and N 17°48'37" E – 62.47' to the beginning and containing 62.413 Acres.

The above described property being comprised of the southerly right-of-way of KY 1980 adjacent to the Connell Property, Tracts III-A, IV-A and IV-B as shown on plat of record lodged in Plat Cabinet 9; Slide 110 in the Jessamine County Clerk's office. Title to Connell Properties currently held by Bobby Connell as per Deed Book 382; Page 429 lodged in the Jessamine County Clerk's office.

EXISTING CORPORATE LIMITS (ORD. 552-2005)

PVA #067-00-00-001.00
MAN-O-WAR PARK PARTNERS LTD
D.B. 315; P. 378
P.C. 5; SL. 144-A
(COUNTY)

P.O.B.
N:3872409.99117
E:5269859.37037
KY. STATE PLANE
SINGLE ZONE

PVA #067-00-00-001.02
JACQUELINE SUE BRYAN
BENTLEY, TRUSTEE
D.B. 473; P. 25
P.C. 5; SL. 85
(COUNTY)

PVA #067-00-00-002.00
GEORGE N. & PATTY T. GILPIN
D.B. 307; P. 494
(COUNTY)

PVA #067-00-00-003.00
TRACEY S. & CHRISTINA
FREELAND
D.B. 532; P. 241
P.C. 7; SL. 172-D
(COUNTY)

EXISTING CORPORATE LIMITS (ORD. 552-2005)

TRACT II-A
23.903 ACRES
(BY PLAT)
P.C. 8; SL. 110
23.882 ACRES
(BY SURVEY)

EXISTING CORPORATE LIMITS (ORD. 635-2007)

TRACT IV-A
13.542 ACRES
(BY PLAT)
P.C. 8; SL. 110
13.535 ACRES
(BY SURVEY)

PVA #067-00-00-022.02
PORTER MEMORIAL BAPTIST
CHURCH OF LEX
D.B. 473; P. 13
P.C. 9; SL. 53
(COUNTY)

PVA #067-00-00-021.01
BETHEL HARVEST CHURCH, INC.
D.B. 486; P. 500

US 27 - NICHOLASVILLE ROAD
(RIGHT-OF-WAY VARIES)
N 22°49'03" E 785.11'

N 68°58'02" W 904.42'

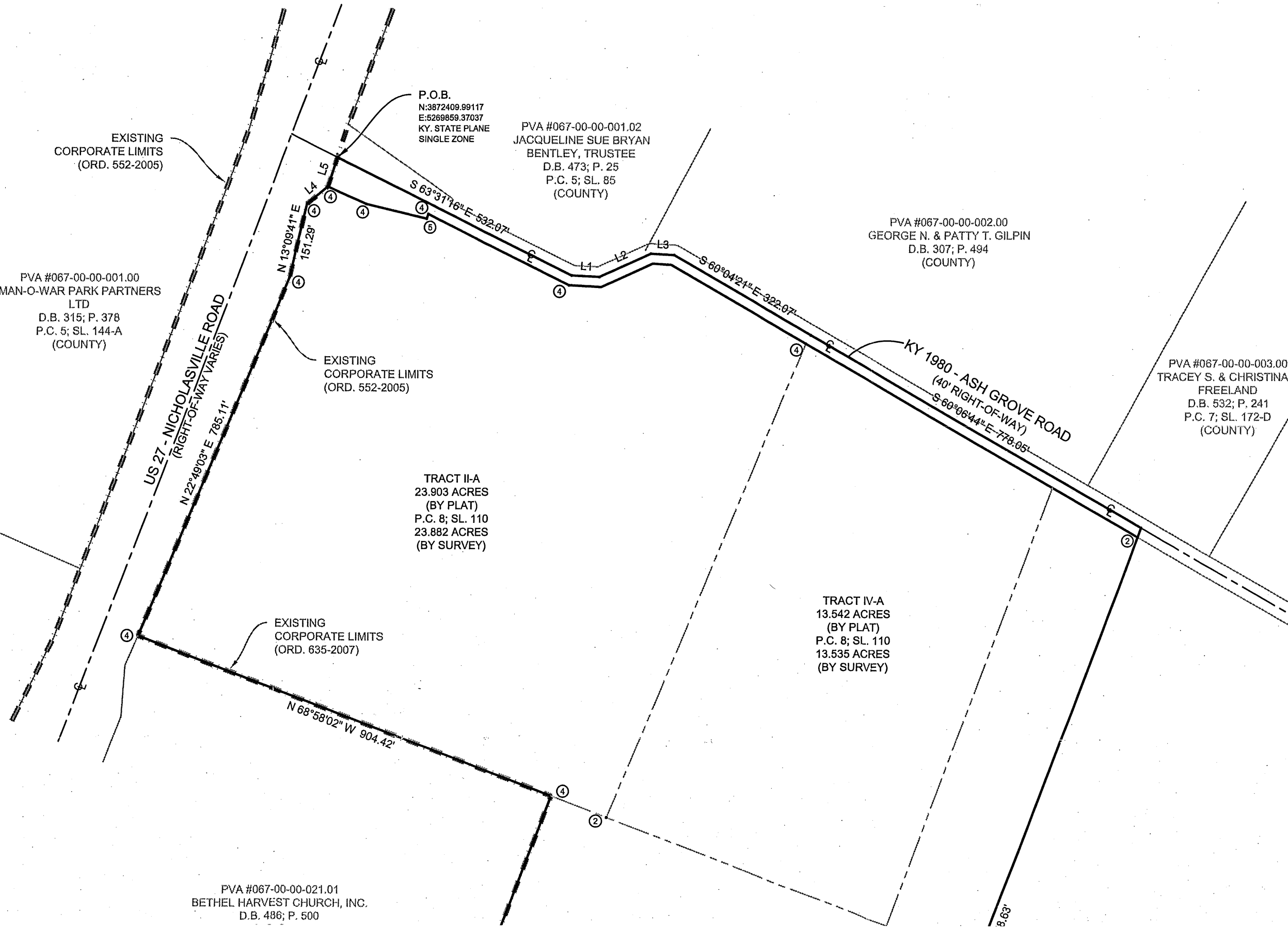
N 13°09'41" E 151.29'

S 63°31'36" E 532.07'

S 60°04'21" E 322.07'

KY 1980 - ASH GROVE ROAD
(40' RIGHT-OF-WAY)
S 60°06'44" E 778.05'

8.63'



P.O.B.
N:3872409.99117
E:5269859.37037
KY. STATE PLANE
SINGLE ZONE

PVA #067-00-00-001.02
JACQUELINE SUE BRYAN
BENTLEY, TRUSTEE
D.B. 473; P. 25
P.C. 5; SL. 85
(COUNTY)

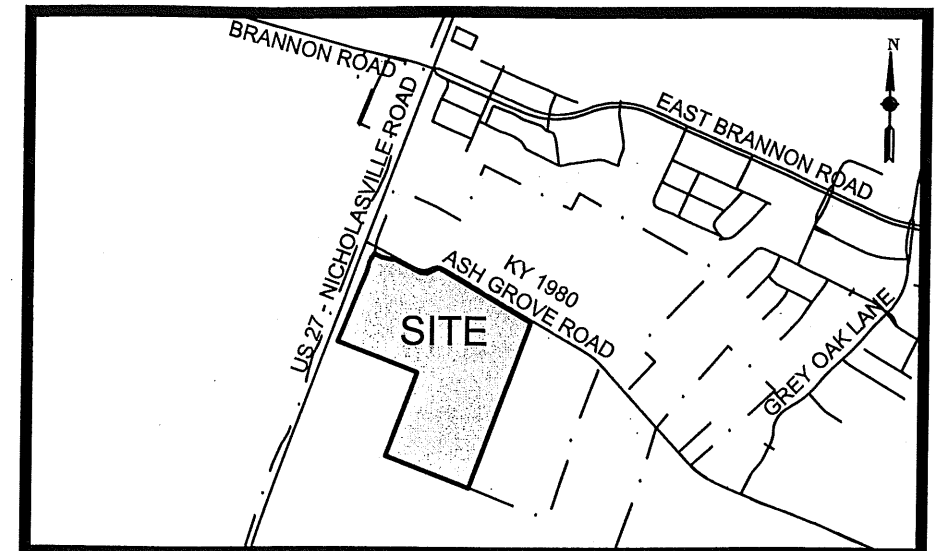
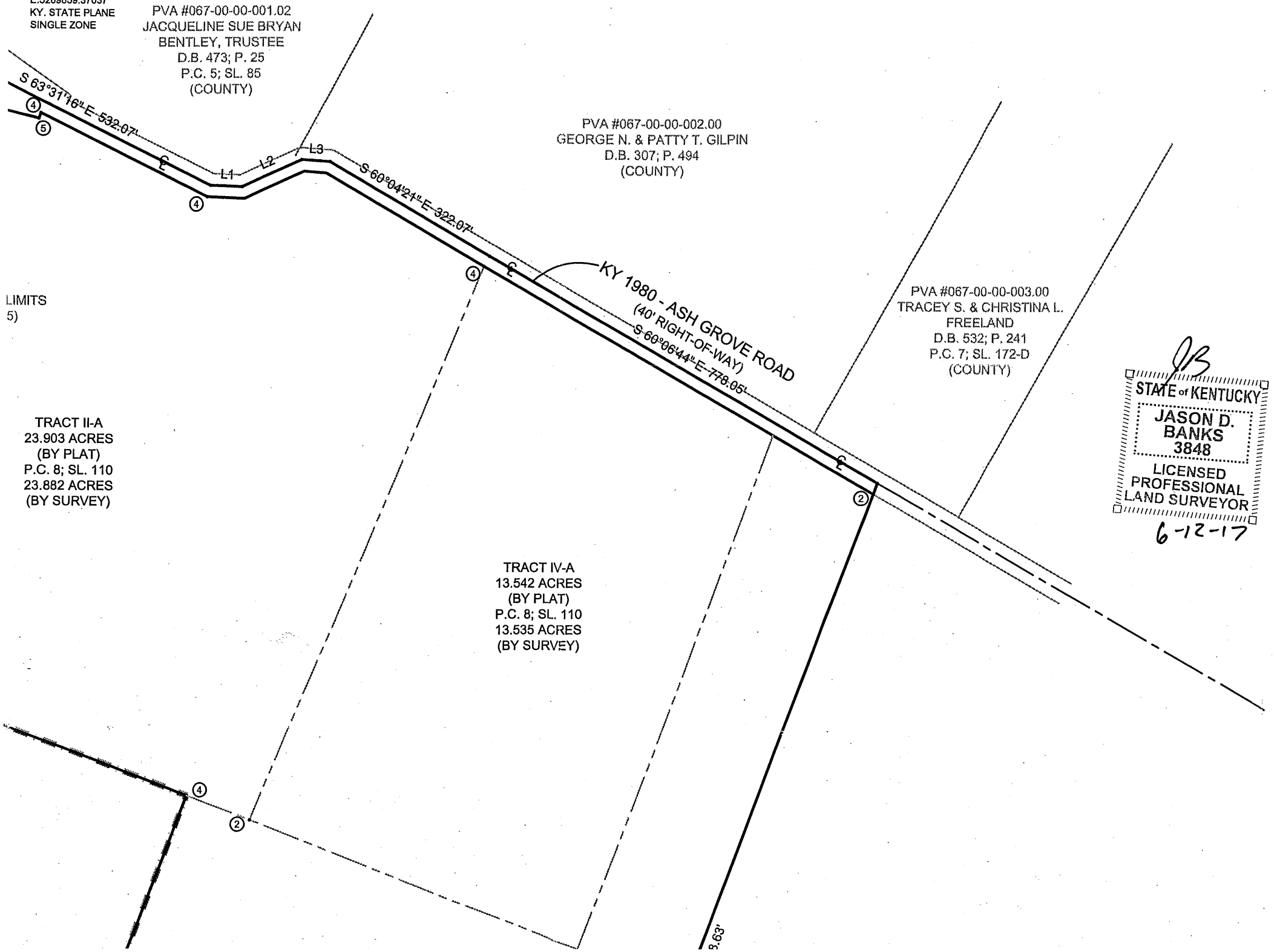
PVA #067-00-00-002.00
GEORGE N. & PATTY T. GILPIN
D.B. 307; P. 494
(COUNTY)

PVA #067-00-00-003.00
TRACEY S. & CHRISTINA L.
FREELAND
D.B. 532; P. 241
P.C. 7; SL. 172-D
(COUNTY)

TRACT IV-A
13.542 ACRES
(BY PLAT)
P.C. 8; SL. 110
13.535 ACRES
(BY SURVEY)

TRACT II-A
23.903 ACRES
(BY PLAT)
P.C. 8; SL. 110
23.882 ACRES
(BY SURVEY)

LIMITS
5)



VICINITY MAP
(n.t.s.)

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE STATE OF KENTUCKY MINIMUM STANDARDS AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN ON THE PLAT OF SURVEY TO THE SPECIFICATIONS OF THE STATE OF KENTUCKY MINIMUM STANDARDS.

JDB #3848 6-12-17
JASON D. BANKS LS #3848 DATE

PURPOSE OF PLAT

THE PURPOSE OF THIS PLAT IS TO DEPICT THE PROPERTY BEING ANNEXED INTO THE CITY OF NICHOLASVILLE. SAID PROPERTY IS COMPRISED OF THREE TRACTS ADJACENT TO US 27 AND THE RIGHT-OF-WAY OF US 27 (PROJECT NO. SSP 057 0027 009-014 & SSP 034 0027 000-001). ALL TRACTS PREVIOUSLY RECORDED IN THE JESSAMINE COUNTY CLERK'S OFFICE IN PLAT CABINET 8; SLIDE 110.

RECORD SOURCE OF PROPERTY

SOURCE OF DEEDS: DEED BOOK 382; PAGE 429 OF RECORD IN THE JESSAMINE COUNTY COURTHOUSE. CURRENT TITLE HOLDER: BOBBY CONNELL.

METHOD OF SURVEY

THIS PLAT IS BASED ON A FIELD SURVEY PERFORMED BY BANKS ENGINEERING, INC. IN DEC., 2016. THIS SURVEY WAS CONDUCTED USING GPS EQUIPMENT. THE CONTROL POINTS AND A PORTION OF THE BOUNDARY CORNERS WERE LOCATED USING GPS EQUIPMENT. THE REMAINDER OF THE BOUNDARY CORNERS WERE LOCATED USING A TOTAL STATION FROM SAID CONTROL POINTS. TRIMBLE R8-3 DUAL FREQUENCY RECEIVER WAS USED FOR THE NETWORK ADJUSTED REAL TIME KINEMATIC SURVEY. THE SURVEY AS SHOWN IS A RURAL SURVEY. THE RELATIVE POSITIONAL ACCURACY IS LESS THAN ±0.10'+200 PPM. THE HORIZONTAL DATUM IS NAD 1983, THE VERTICAL DATUM IS NAVD 1988 AND THE GEOID MODEL USED IS GEOID09.

THE BEARINGS SHOWN HEREON ARE BASED ON THE KENTUCKY SINGLE ZONE STATE PLANE COORDINATE SYSTEM DERIVED FROM A GPS SURVEY. THE DIRECTIONS AND DISTANCES SHOWN ON THE PLAT ARE NOT BASED ON AN ADJUSTED SURVEY.

ALL PROPERTY CORNERS HAVE BEEN MONUMENTED WITH AN IRON PIN (18" LENGTH, 5/8" DIAMETER) AND CAP STAMPED #3848 UNLESS OTHERWISE NOTED HEREON.

JDB
STATE OF KENTUCKY
JASON D. BANKS
3848
LICENSED PROFESSIONAL
LAND SURVEYOR
6-12-17

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 87°05'16" E	55.80'
L2	N 65°23'44" E	113.37'
L3	S 86°39'16" E	47.90'
L4	N 50°09'55" E	54.96'
L5	N 17°48'37" E	62.47'

PVA #067-00-00-022.02
 PORTER MEMORIAL BAPTIST
 CHURCH OF LEX
 D.B. 473; P. 13
 P.C. 9; SL. 53
 (COUNTY)

EXISTING
 CORPORATE LIMITS
 (ORD. 635-2007)

TRACT IV-A
 13.542 ACRES
 (BY PLAT)
 P.C. 8; SL. 110
 13.535 ACRES
 (BY SURVEY)

PVA #067-00-00-021.01
 BETHEL HARVEST CHURCH, INC.
 D.B. 486; P. 500
 P.C. 9; SL. 110
 (CITY)

EXISTING
 CORPORATE LIMITS
 (ORD. 635-2007)

TRACT IV-B
 24.005 ACRES
 (BY PLAT)
 P.C. 8; SL. 110
 24.000 ACRES
 (BY SURVEY)

PVA #067-00-00-019.00
 ST. ANDREWS UNITED
 METHODIST CHURCH
 D.B. 558; P. 382
 P.C. 11; SL. 336
 (COUNTY)

PVA #067-00-00-024.00
 SIBU P. SAHA
 D.B. 285; P. 220
 D.B. 461; P. 505
 (CITY)

EXISTING
 CORPORATE LIMITS
 (ORD. 552-2005)

LEGEND

- ① IRON PIN SET
 (5/8" DIA., 18" LONG)
 WITH CAP #3848
- ② IRON PIN FOUND (1/2" DIA.)
 WITH CAP (UNREADABLE)
- ③ IRON PIN FOUND (1/2" DIA.)
 WITH NO CAP
- ④ IRON PIN FOUND (1/2" DIA.)
 WITH CAP # 3039
- ⑤ R/W MONUMENT
 FOUND

6-12-17

PORTION OF THE BOUNDARY CORNERS WERE LOCATED USING GPS EQUIPMENT. THE REMAINDER OF THE BOUNDARY CORNERS WERE LOCATED USING A TOTAL STATION FROM SAID CONTROL POINTS. TRIMBLE R8-3 DUAL FREQUENCY RECEIVER WAS USED FOR THE NETWORK ADJUSTED REAL TIME KINEMATIC SURVEY. THE SURVEY AS SHOWN IS A RURAL SURVEY. THE RELATIVE POSITIONAL ACCURACY IS LESS THAN ±0.10'+200 PPM. THE HORIZONTAL DATUM IS NAD 1983, THE VERTICAL DATUM IS NAVD 1988 AND THE GEOID MODEL USED IS GEOID09.

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TRACT IV-A
13.542 ACRES
(BY PLAT)
P.C. 8; SL. 110
13.535 ACRES
(BY SURVEY)

TRACT IV-B
24.005 ACRES
(BY PLAT)
P.C. 8; SL. 110
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ANNEXATION SUMMARY

TOTAL AREA:..... 62.413 ACRES
AREA IN LOTS:..... 61.417 ACRES
AREA IN RIGHT OF WAY:..... 0.996 ACRES

ZONE:
EXISTING:..... A-1 COUNTY
PROPOSED:..... R-1E, R-3 & B-2 CITY

PLAT OF ANNEXATION BOUNDARY
CONNELL PROPERTY
TRACTS III-A, IV-A & IV-B
PLAT CABINET 9; SLIDE 110
US 27 NICHOLASVILLE ROAD
NICHOLSVILLE, JESSAMINE COUNTY, KENTUCKY

Client and Property Owner of Record:
Jacqueline Bentley
1395 Hoover Pike
Nicholasville, KY. 40356

BANKS
Engineering, Inc.
Jason D. Banks, PLS
1211 Jessamine Station
Nicholasville, Kentucky 40356
(859) 881-0020

This plat does not represent a boundary survey and is not intended for land transfer
Date: December, 2016

GRAPHIC SCALE

