

CITY OF STANFORD, KENTUCKY  
403 EAST MAIN STREET  
STANFORD, KY 40484

Ordinance No. 110.13

ORDINANCE OF THE CITY OF STANFORD, KENTUCKY ANNEXING BY CONSENT A 224.780 ACRE TRACT BEING  
THE ROWLAND INDUSTRIAL PARK

RECEIVED AND FILED  
DATE November 24, 2021

---

---

MICHAEL G. ADAMS  
SECRETARY OF STATE  
COMMONWEALTH OF KENTUCKY  
BY Kandice Adkins

**Ordinance No. 110.13**

**ORDINANCE OF THE CITY OF STANFORD, KENTUCKY ANNEXING BY CONSENT A 224.780 ACRE TRACT BEING THE ROWLAND INDUSTRIAL PARK**

**WHEREAS**, the subject property of this ordinance is urban in character and/or suitable for development for urban purposes and no part of the area to be annexed is included within the boundary of another incorporated city; and the City has declared it desirable to annex the proposed unincorporated territory. Said property is contiguous to the present Stanford City limits at the time this ordinance is to be effective; and

**WHEREAS**, the said owners of record of the subject property to be annexed have expressed a desire to do so as recorded in the letter dated September 29, 2021 from David & Sonja Bratcher (Exhibit A); PCW Management, LLC Tax Incentive Agreement dated July 14, 2021 (Exhibit B); and letter dated October 13<sup>th</sup>, 2021 from the Stanford Lincoln Industrial Development Authority (Exhibit C), and the City of Stanford is in acceptance of the referenced agreements currently in said letters and agreements, therefore, pursuant to KRS 81A.412 there is no requirement for a notification ordinance as required by KRS 81A.420 (1) or notice requirements of KRS 81A.425 or a waiting period of 60 days as provided by KRS 81A.420 (2) prior to enacting a final ordinance annexing the subject area; and

**WHEREAS**, this ordinance is authorized by KRS 81A.412.

**NOW THEREFORE PURSUANT TO THE AUTHORITY IN CHAPTER 81A OF THE KENTUCKY REVISED STATUTES AND OTHER APPLICABLE LAW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STANFORD:**

The City of Stanford has declared the following described property, by reason of present use and potential, to be urban in character and/or suitable for development for urban purposes without reasonable delay, therefore, the City finds it desirable to annex the proposed unincorporated territory as described below, and said property is hereby annexed into the territorial limits of the City of Stanford, pursuant to the provisions of KRS 81A.420 et.seq.:

**THE PROPERTY TO BE ANNEXED IS MORE FULLY DESCRIBED AS FOLLOWS:**

BEGINNING at an iron pin found (PLS #3118), said iron pin being a common corner to Paul and Cheryl Dariano (D.B. 433, Pg. 799), Commonwealth of Kentucky (D.B. 254, Pg. 707, Parcel 23) and Tech Way (Plat C-471), being a corner to the existing Stanford City Limits (Ordinance No. 110.12), having Kentucky State Plane Coordinates of N=2073460.18 E=1970015.04, and being the **POINT OF BEGINNING** for this description;

Thence leaving the property of Commonwealth of Kentucky (D.B. 254, Pg. 707, Parcel 23) and with the common property line of Paul and Cheryl Dariano (D.B. 433, Pg. 799) and southern edge of right-of-way of Tech Way (Plat C-471) the following seven (7) courses: S75°42'52"W-23.33' to a point, S72°55'40"W-53.80' to a point, S64°08'58"W-63.07' to a point, S59°34'04"W-78.83' to a point, S60°15'19"W-95.03' to a point, S63°16'19"W-103.88' to a point, and S64°17'31"W-43.33' to an iron pin found (PLS #3118), said iron pin being a common corner to Paul and Cheryl Dariano (D.B. 433, Pg. 799), southern edge of right-of-way of Tech Way (Plat C-471) and David and Sonja Bratcher (D.B. 455, Pg. 687);

Thence leaving the southern edge of right-of-way of Tech Way (Plat C-471) and with the common property line of David and Sonja Bratcher (D.B. 455, Pg. 687) and Paul and Cheryl Dariano (D.B. 433, Pg. 799) S17°45'39"E-212.91' to an iron pin found (PLS #3118), said iron pin being a common property corner to David and Sonja Bratcher (D.B. 455, Pg. 687), Paul and Cheryl Dariano (D.B. 433, Pg. 799) and Johnny Stewart (D.B. 444, Pg. 847);

Thence leaving the property of Paul and Cheryl Dariano (D.B. 433, Pg. 799) and with the common property line of David and Sonja Bratcher (D.B. 455, Pg. 687) and Johnny Stewart (D.B. 444, Pg. 847) S17°41'52"E-285.37' to an iron pin found (PLS #3118), said iron pin being a common property corner to David and Sonja Bratcher (D.B. 455, Pg. 687), Johnny Stewart (D.B. 444, Pg. 847), and Dale and Nancy Humphrey (D.B. 320, Pg. 649);

Thence leaving the property of Johnny Stewart (D.B. 444, Pg. 847) and with the common property line of David and Sonja Bratcher (D.B. 455, Pg. 687) and Dale and Nancy Humphrey (D.B. 320, Pg. 649) S47°54'01"W-410.50' to an iron pin found (PLS #3118), said iron pin being a common property corner to David and Sonja Bratcher (D.B. 455, Pg. 687), Dale and Nancy Humphrey (D.B. 320, Pg. 649) and PCW Management, LLC. (D.B. 458, Pg. 583);

Thence leaving the property David and Sonja Bratcher (D.B. 455, Pg. 687) and with the common property line of Dale and Nancy Humphrey (D.B. 320, Pg. 649) and PCW Management, LLC. (D.B. 458, Pg. 583) for the following two (2) courses: S47°49'28"W-41.52' to an iron pin found (PLS #4048) and S36°03'11"W - 1333.56' to an iron pin found (PLS #3118), said iron pin being a common corner to Dale and Nancy Humphrey (D.B. 320, Pg. 649), PCW Management, LLC. (D.B. 458, Pg. 583), and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416);

Thence leaving the property of PCW Management, LLC. (D.B. 458, Pg. 583) and with the common property line of Dale and Nancy Humphrey (D.B. 320, Pg. 649) and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) S43°12'01"E -469.07' to a point, said point being a common corner to Dale and Nancy Humphrey (D.B. 320, Pg. 649), Dale and Nancy Humphrey (D.B. 252, Pg. 222), and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416);

Thence leaving the property of Dale and Nancy Humphrey (D.B. 320, Pg. 649) and with the common property line of Dale and Nancy Humphrey (D.B. 252, Pg. 222) and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) S30°40'06"W-328.09' to a point, said point being a common corner to Dale and Nancy Humphrey (D.B. 252, Pg. 222), Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Larry and Lois Oliver Trust (D.B. 342, Pg. 613);

Thence leaving the property of Dale and Nancy Humphrey (D.B. 252, Pg. 222) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Larry and Lois Oliver Trust (D.B. 342, Pg. 613) S30°29'27"W- 1955.92' to a point, said point being a common corner to Larry and Lois Oliver Trust (D.B. 342, Pg. 613), Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), and Earl and Jo Ann Cooper (D.B. 352, Pg. 774);

Thence leaving the property of Larry and Lois Oliver Trust (D.B. 342, Pg. 613) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Earl and Jo Ann Cooper (D.B. 352, Pg. 774) S84°46'58"W - 1625.39' to a point, said point being a common corner to Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), Earl and Jo Ann Cooper (D.B. 352, Pg. 774), and Peter Tate Trust Realty, LLC (D.B. 436, Pg. 160);

Thence leaving the property of Earl and Jo Ann Cooper (D.B. 352, Pg. 774) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Peter Tate Trust Realty, LLC (D.B. 436, Pg. 160) N12°51'48"E - 1159.27' to a point, said point being a common corner to Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), Peter Tate Trust Realty, LLC (D.B. 436, Pg. 160), and Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821);

Thence leaving the property of Peter Tate Trust Realty, LLC (D.B. 436, Pg. 160) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821) for the following two (2) courses: N12°56'08"E - 996.52' to a point and N28°12'26"E - 1013.63' to an iron pin found (PLS #3118) said iron pin found being a common corner to Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821), Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Lincoln Industrial Development Authority (D.B. 299, Pg. 431);

Thence leaving the property of Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and with the common property line of Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821) and Lincoln Industrial Development Authority (D.B. 299, Pg. 431) N03°09'23"E - 2379.78' to an iron pin found (PLS #3447), said iron pin being a corner to Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821), Lincoln Industrial Development Authority (D.B. 299, Pg. 431), and on the southern edge of right-of-way of KY Highway 78;

Thence leaving the property of Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821) and with the common property line of the southern edge of right-of-way of KY Highway 78 and Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) for the following seven (7) courses: S64°38'40"E - 41.32' to a point, S69°39'39"E - 119.67' to a point, S75°34'59"E - 83.41' to a point, S80°56'29"E - 90.02' to a point, S86°09'15"E - 76.65' to a point, N89°48'53"E - 99.05' to a point and N88°01'19"E - 289.88' to a point, said point being a common corner to Steve and Tammy Dean (D.B. 396, Pg. 476) and Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) and on the southern right-of-way of KY Highway 78;

Thence leaving the southern right-of-way of KY Highway 78 and with the common property line of Steve and Tammy Dean (D.B. 396, Pg. 476) and Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) S15°26'59"E - 935.27' to a point, said point being a common corner to Steve and Tammy Dean (D.B. 396, Pg. 476) Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416);

Thence leaving the property of Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) and with common property lines of Steve and Tammy Dean (D.B. 396, Pg. 476) and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416 and D.B. 383, Pg. 254) for the following two (2) courses: N69°29'19"E - 694.30' to a point and N69°15'09"E - 153.37' to a point, said point being a common corner to Tin Man Manufacturing Co. (D.B. 383, Pg. 717), Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), and Steve and Tammy Dean (D.B. 396, Pg. 476);

Thence leaving the property of Steve and Tammy Dean (D.B. 396, Pg. 476) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Tin Man Manufacturing Co. (D.B. 383, Pg. 717) S20°06'11"E - 365.39' to a point, said point being a common corner to Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), Tin Man Manufacturing Co. (D.B. 383, Pg. 717), and City of Stanford (D.B. 327, Pg. 537);

Thence leaving the property of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and with the common property lines of Tin Man Manufacturing Co. (D.B. 383, Pg. 717) and City of Stanford (D.B. 327, Pg. 537) S20°03'17"E - 102.51' to a point, said point being a common corner to Tin Man Manufacturing Co. (D.B. 383, Pg. 717), City of Stanford (D.B. 327, Pg. 537) and on the northern edge of right-of-way of Tech Way (Plat C-471);

Thence leaving the property of City of Stanford (D.B. 327, Pg. 537) and with the northern edge of right-of-way of Tech Way (Plat C-471) and Tin Man Manufacturing Co. (D.B. 383, Pg. 717) for the following nine (9) courses: N66°36'00"E - 85.31' to a point, N69°06'59"E - 184.00' to a point, a curve to the left with a radius 1170', arc length of 118.68', chord direction of N66°12'37"E and a chord distance of 118.63' to a point, N63°18'15"E - 102.30' to a point, N60°17'16"E - 93.09' to a point, N59°36'00"E - 78.47' to a point, N64°33'43"E - 77.02' to a point, N72°57'36"E - 55.26' to a point, and N75°44'49"E - 5.76' to a point, said point is a common corner to Tin Man Manufacturing Co. (D.B. 383, Pg. 717) and Commonwealth of Kentucky (D.B. 254, Pg. 707, Parcel 23) (being the western edge of right-of-way of KY HWY 1770, the southern edge of right-of-way of U.S. Highway 150, and the northern edge of right-of-way of Tech Way (Plat C-471), (Also being a corner to the existing Stanford City Limits (Ordinance No. 110.12));

Thence leaving the property of Tin Man Manufacturing Co. (D.B. 383, Pg. 717) and with the common property line of Commonwealth of Kentucky (D.B. 254, Pg. 707, Parcel 23) and right-of-way of Tech Way (Plat C-471), (Also being a line to the existing Stanford City Limits (Ordinance No. 110.12)) S31°37'45"E - 62.79' to the POINT OF BEGINNING and containing 224.780 acres by survey.

All bearings are referenced to grid north of the Kentucky State Plane Coordinate System -South Zone (NAD83).  
The above proposed annexation of a 224.780 acre tract being part of or all of the following properties:

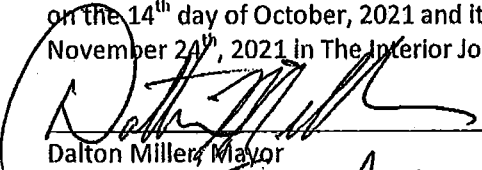
- Stanford Lincoln Industrial Development Authority D.B. 295, PG. 416
- Stanford Lincoln Industrial Development Authority D.B. 299, PG. 431
- Stanford Lincoln Industrial Development Authority D.B. 383, PG. 254
- City of Stanford D.B. 327, PG. 537


- PCW Management, LLC D.B. 458, PG. 583
- David Bratcher and Sonja Bratcher D.B. 455, PG. 687
- R/W OF Tech Way PLAT C-471
- R/W OF Tech Way PLAT E-144

This description prepared from a physical survey performed by AGE Engineering Services Inc. on 21st day of September, 2021 (SEE Exhibit D).

Based upon the aforementioned findings, the City of Stanford City Council declares that it is desirable to annex this unincorporated territory described in the attached exhibits, and it hereby annexes to the City of Stanford and its boundary line is extended so as to include within the city limits of Stanford the property described on the attached Exhibits D, Written Description for Annexation, and E, map outlining area which is attached to this Ordinance.

This ordinance shall be effective upon adoption by the City of Stanford City Council and having its First Reading on the 14<sup>th</sup> day of October, 2021 and its Second Reading on the 18<sup>th</sup> day of November, 2021, and publication on November 24<sup>th</sup>, 2021 in The Interior Journal, in accordance with Chapter 424 of the Kentucky Revised Statutes.

  
 Dalton Miller, Mayor

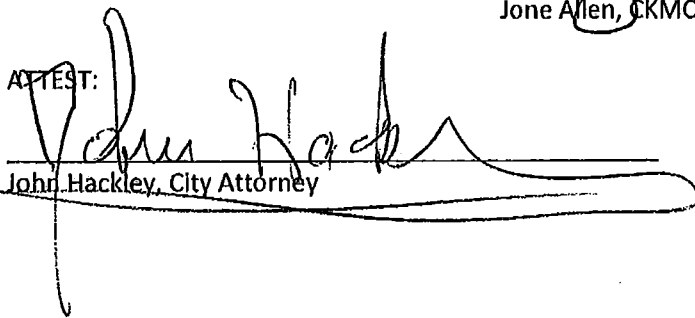
Attest:  Jone Allen, CKMC

CITY OF STANFORD  
 CERTIFICATION OF ANNEXATION ORDINANCE

I certify that I am the duly qualified City Clerk of the City of Stanford, and the attached city of Stanford Ordinance No. 110.13, is a true, correct and complete copy duly adopted by the City Council at a duly convened meeting held on November 18<sup>th</sup>, 2021, all as appears in the official records of said City, and was published in accordance with KRS 424.

Witness my hand, this 18<sup>th</sup> day of November, 2021.

CITY OF STANFORD  
 BY:   
 Jone Allen, CKMC

ATTEST:  
  
 John Hackley, City Attorney

September 29, 2021

David Bratcher  
Sonja L. Bratcher  
-----  
6050 KY Hwy 643  
Waynesburg, KY 40489

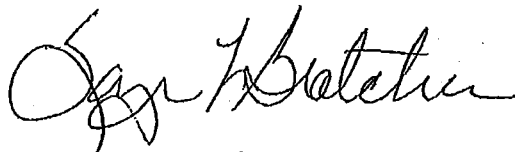
Re: 117 Tech Way  
Stanford, KY 40484  
-----

To whom it may concern:

This letter is to confirm that we own the property located at 117 Tech Way, Stanford, KY 40484 and want the property annex into the city limits of Stanford.

If you have any questions please don't hesitate to give me a call at 606-510-3463 cell or 606-346-9997 office.

Sincerely yours,



Sonja L. Bratcher

Exhibit "A"

## TAX INCENTIVE AGREEMENT

THIS TAX INCENTIVE AGREEMENT (this "*Agreement*"), dated as of July 14, 2021 (the "*Effective Date*"), is made by and among:

(i) the CITY OF STANFORD, KENTUCKY, a city and political subdivision of the Commonwealth of Kentucky whose address is Stanford City Hall, 403 East Main Street, Stanford, Kentucky 40484; and

(ii) (a) PITMAN CREEK WHOLESALE, LLC, a Kentucky limited liability company, whose address is P.O. Box 317, Hustonville, Kentucky 40437 ("*Pitman Creek*"), and (b) PCW MANAGEMENT, LLC, a Kentucky limited liability company, whose address is P.O. Box 317, Hustonville, Kentucky 40437 ("*PCW*" and together with Pitman Creek, the "*Companies*", and also with the City, the "*Parties*").

### RECITALS

A. The City adopted Ordinance No. 220.29 (the "*Ordinance*") offering economic development incentives to induce businesses to locate, expand, renovate, or remodel in the City, thereby generating additional local tax revenues and increasing ad valorem tax values for the City and the County;

B. PCW has acquired a tract of land comprising approximately 25.375 acres in the Rowland Industrial Park (the "*Project Site*") and plans to locate and construct thereon a 200,000 square foot warehouse and distribution center to consolidate and expand its existing operations in Kentucky (the "*Project*");

C. The Project will involve a total capital investment of approximately \$13,500,000, create approximately 218 net new full-time jobs in Lincoln County, and create a significant construction impact to the local economy;

D. The Project Site is not within the jurisdictional boundaries of the City, but the City intends to annex the Project Site once the Project is completed and placed in service;

E. The Companies applied to the City for economic development incentives under the guidelines of the Ordinance, and the Mayor approved the application and the incentives memorialized in this Agreement; and

F. The Kentucky Economic Development Authority adopted Preliminary Resolution No. KBI-I-20-23150 giving the Companies preliminary approval as authorized in KRS Section 154.32-030 for economic development incentives under the Kentucky Business Investment Act (KBI) program.

NOW, THEREFORE, in order to induce the Companies to undertake the Project and in consideration of the public interest, the mutual covenants and conditions set forth herein, and for

Exhibit "B"

other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1**  
**DEFINITIONS**

A. **Incorporation by Reference.** The foregoing recitals are true and correct and are incorporated herein by reference and made of part of this Agreement, and the terms defined in the preambles hereof shall have the same meanings when used herein. All exhibits to this Agreement are hereby deemed a part hereof.

B. **Defined Terms.** For the purposes hereof, the following words and phrases shall have the meanings ascribed thereto:

*"Activation Date"* shall mean the later to occur of (i) the Activation Date as defined in KRS 154.32-010(1) with respect to economic development incentives awarded to the Project under the Kentucky Business Investment Act program; or (ii) the date the Project Site is annexed into the City;

*"Affiliate"* shall mean any subsidiary or other entity that is a "related person" of the Company within the meaning of Section 1031(f)(3) of the Code;

*"Agreement"* shall mean this Tax Incentive Agreement by and among the City, Pitman Creek and PCW;

*"Base Employment"* means the number of Full-Time Employees employed by PCW in Lincoln County as of the Effective Date of this Agreement.

*"City"* shall mean the City of Stanford, Kentucky, a municipal corporation and political subdivision of the Commonwealth, acting by and through its City Council;

*"Code"* shall mean the Internal Revenue Code of 1986, as amended and supplemented;

*"Employee"* shall mean an individual who is a Full-Time Employee (as defined below) in the City, as opposed to a part-time employee or an independent contractor;

*"Facility"* shall mean the Companies' new warehouse and distribution facility, a part of the Project, to be located on the Project Site in the County of Lincoln, Kentucky as described herein;

*"Full-Time Employee"* shall mean an employee with a minimum of either (i) at least 35 hours per week for at least 48 weeks per year or (ii) one



thousand six hundred and eighty (1,680) hours worked per year by an employee of the Company, and shall be determined for the actual number of employees as of a certain date whose weekly hours, when projected on an annual basis, would qualify;

*"Job Target"* means the number of new jobs for full-time employees that PCW commits to create and maintain at the Project for each payroll quarter during the Activation Period, which Job Target is 101 new jobs.

*"Laws"* shall include all laws, statutes, court decisions, rules, orders, and regulations of the United States of America, the States thereof and of their respective counties, municipalities, and other subdivisions, and shall include without limitation the laws, statutes, court decisions, rules, orders, and regulations of any other applicable jurisdiction;

*"Net Profits"* means net profits as defined in KRS 67.750(8) and as apportioned to the City pursuant to KRS 67.753.

*"Net Profits Tax"* means the City's occupational license fee on business net profits, which is currently levied at 0.65% of net profits.

*"New Employee"* means an employee who is subject to Kentucky personal income tax and who was not an employee of PCW working in Lincoln County on the Effective Date and whose job in Lincoln County, Kentucky was created as a result of the Project. New Employee includes existing employees of PCW that worked in Boyle County, Kentucky prior to the Project.

*"Payroll Tax"* means the City's occupational license fee on employees' wages and compensation, which is currently levied at 1.15% of gross salaries and wages.

*"Payroll Tax Incentive"* means the Payroll Tax refunds for which PCW is eligible pursuant to the terms of this Agreement.

*"Person"* shall include an individual, firm, trust, estate, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof;

*"Project"* shall mean that certain project consisting of the Companies' acquisition, construction, installation, improving, commissioning and equipping of an approximately 200,000 square foot warehouse and distribution facility to be located at the Project Site at an approximate total investment of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), as more particularly described herein;

**"Project Employee"** means an Employee of PCW who is both a New Employee and a Full-Time Employee hired as a result of the Project after the Effective Date and working at the Project site.

**"Project Site"** shall mean the parcel of unimproved land located in the Rowland Industrial Park and totaling approximately 25.375 acres on Tech Way in Lincoln County, Kentucky, to serve as the location for the Project;

**"Targets"** shall mean the additional employment goals offered by the Company and accepted by the Authority, City and the County in Section 6 of this Agreement;

**"Wages"** means salaries, wages, commissions and other compensation paid or payable to employees within the meaning of the City ordinances levying the Payroll Tax.

## SECTION 2 CONSENT TO ANNEXATION

In consideration of the provision of municipal services, the Companies hereby consent to annexation of the Project Site into the City of Stanford, Kentucky pursuant to KRS 81A.412. The Companies shall be prohibited from opposing said annexation. In the event the Companies execute a remonstrance petition opposing said annexation, their signatures shall be deemed invalid and of no effect pursuant to KRS 81A.420. This Section 2 and the Companies' consent herein is expressly conditioned upon any annexation of the Project Site occurring after the Project is completed and placed in service.

## SECTION 3 TERM

A. **Term Dates.** The term of this Agreement shall begin on the date of this Agreement and shall end upon the filing of the net profits tax return governing the taxable period including the period ending on the date that is the eight-year anniversary of the Activation Date established in accordance with Section 1.B (the "*Activation Period*").

B. **Acceleration of Activation Date.** PCW may certify that the Project is substantially complete and a certificate of occupancy has been issued and request acceleration of the Activation Date. Acceleration of the Activation Date shall be valid only upon PCW's execution and delivery of such certification to the City, but formal action of the City shall not be required.

## SECTION 4 PERMITTING AND CONNECTION INCENTIVES

A. **Water Connection Fees.** The City shall rebate and waive any and all water connection fees with respect to the Project.

B. **Sewer Connection Fees.** The City shall rebate and waive any and all sewer connection fees with respect to the Project.

C. **Building Permit Fees.** The City acknowledges that the Project will be completed prior to any annexation and no City building permit or associated permit fees will be required or due.

## SECTION 5 AVAILABLE OCCUPATIONAL LICENSE FEE INCENTIVES

A. **Rebates.** The City shall refund to PCW seventy-five percent (75%) of the Payroll Tax collected by PCW from Project Employees and shall refund to the Companies one hundred percent (100%) of the Net Profits Tax with respect to the Activation Period as provided in Section 3.

B. **Timing.** The City shall refund the Payroll Tax Incentive and the Net Profits Tax Incentive with respect to the Activation Period no later than thirty (30) days after PCW files each quarterly Payroll Tax return and the Companies file their annual Net Profits Tax return and remit payment of the taxes reflected thereon.

C. **Base Employment and Reporting.** Within thirty (30) days of annexation of the Project Site PCW will provide the Mayor of the City with a base employee listing of all employees employed by PCW at facilities in the City as of the Effective Date (the Base Employment). The listing should be sorted by hire date and include the employee identification number, employee name, address, and date of hire. PCW agrees that none of the Wages paid to employees whose names are set forth on the list of Base Employment provided to the City pursuant to this Subsection shall be subject to the Payroll Tax Incentive. If any of the employees included in the Base Employment ceases to work for PCW, the first hired/longest employed PCW employee in the County (or, after annexation, the City) shall replace the employee lost from Base Employment. PCW shall submit the Base Employment listing as of the Effective Date in the format provided as Exhibit A and shall include with each quarterly Payroll Tax return for the Project Site for the Activation Period a list of replacement employees added to the Base Employment during the quarterly reporting period in the format provided as Exhibit B. The replacement employees shall, from the effective date of the Base Employment employee's separation forward, be excluded from the Payroll Tax Incentive. These reports shall constitute compliance with the reporting requirements of Section V. of the Ordinance.

## SECTION 6 COVENANTS OF THE COMPANIES

After the Activation Date, as conditions to the utilization of the Incentives throughout the remainder of the Term, the Company hereby covenants that:

A. **Maintenance of Minimum Requirements.** Pitman Creek shall maintain Base Employment at the Project throughout the Term of the Agreement and upon failure to do so shall be subject to Termination pursuant to Section 8.B of this Agreement.

B. **Job Target.** Pitman Creek shall make every reasonable effort to meet its Job Target as defined in Section 1 of this Agreement each quarter. Pitman Creek's quarterly Exhibit B filing for each quarter during the Activation Period shall document its employment for the quarter and, for fourth quarter filings, the prior calendar year. Pitman Creek shall be subject to automatic reduction of available Payroll Tax Incentives and Net Profits Tax Incentives for the quarter or calendar year, as the case may be, upon failure to achieve the Job Target during the respective quarter or calendar year of the Term. The Payroll Tax Incentive rebate and Net Profits Tax rebate shall be reduced to the amounts listed in the Exhibit B "Refund Matrix."

## **SECTION 7** **EVENTS OF DEFAULT**

A. **Failed Obligations.** If any covenant, warranty, or obligation of the Companies as set forth in this Agreement is not met or achieved pursuant to the requirements of the Agreement, same shall be deemed an Event of Default and the City shall have the right to apply any or all of its remedies set forth in Section 8 of this Agreement.

B. **Inaccurate Representations or Warranties.** If any representation or warranty of the Companies to the City shall prove to have been untrue or inaccurate in any material aspect when made, same shall be deemed an Event of Default as of the date of the untrue or inaccurate statement and the City shall have the right to apply any or all of its remedies set forth in Section 8 of this Agreement, including termination of the Agreement.

C. **Bankruptcy.** In the event Pitman Creek: (i) admits in writing its inability to pay its debts generally as they become due, (ii) has an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, and any such order for relief entered against it has not been rescinded within forty-five (45) days after it has been so entered, (iii) commences a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety (90) days, (iv) makes an assignment for the benefit of creditors, or (v) has a receiver or trustee appointed for it or for the whole or any substantial part of its property, such conditions shall be an Event of Default.

## **SECTION 8** **REMEDIES**

Upon the occurrence of any Event of Default or other non-compliance hereunder, the City shall have any and all of the following remedies, cumulatively with the remedies provided elsewhere in this Agreement and without limitation, and not exclusive of any other remedies the City may have at law or otherwise:

A. **Suspension.** If the Companies have not cured any default to the satisfaction of the City within thirty (30) days of the date of the written notice from the City, the City may suspend the availability to the Companies of any and all Incentives remaining under this Agreement.

**B. Termination.**

(A) The City may terminate this Agreement in the event that the minimum Base Employment requirement set forth in Section 6.A is not met as to any reporting quarter after the Activation Date; and/or

(B) The Authority may terminate this Agreement upon the occurrence of any other Event of Default set forth above in Section 5.

C. **Recovery of Incentives; Other Remedies.** The City may immediately recover from Pitman Creek funds equal to any Incentives utilized by the Pitman Creek after the date of an occurrence of any Event of Default, in addition to pursuing any other remedy which they may be entitled to by law.

**SECTION 8  
GENERAL**

A. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

B. **City Liability.** All covenants, agreements and obligations (collectively hereinafter, the "*Covenants*") of the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such Covenant shall be deemed to be a Covenant of any present or future official, officer, agent or employee of the City, the Commonwealth or any agency or political subdivision thereof in other than her/his official capacity, and neither the officials of the City nor any official executing this Agreement nor any official, employee or agent of the City, the Commonwealth or any agency or political subdivision thereof shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the Covenants of the City contained in this Agreement.

C. **Notices.** Notices required under this Agreement shall be sent electronically or via regular mail as follows:

If to the City:

City of Stanford  
Attention: Mayor  
Stanford City Hall,  
403 East Main Street  
Stanford, Kentucky 40484

If to the Companies:

James S. Coffey  
President  
Pitman Creek Wholesale, LLC  
P.O. Box 317  
Hustonville, Kentucky 40437

With a copy to:

Timothy J. Bifler  
Stoll Keenon Ogden PLLC  
500 W. Jefferson Street, Suite 2000  
Louisville, Kentucky 40202

The City or the Companies, by appropriate notice, may designate any further or different addresses to which subsequent notices, requests or communications shall be sent.

**D. Confidentiality.** The Companies' submission of information such as the Base Employment certificates the forms of which are attached as Exhibits A and B, Payroll Tax returns, Net Profits Tax returns and employee wage information is information submitted pursuant to a grant and confidential taxpayer information protected by KRS 67.790 and 131.190 further protected under the exclusions from disclosure set forth in Section 61.878(1)(c) and (l) of the Kentucky Open Records Act (the "Act") among other protections, and as such shall at all times be kept strictly confidential and not disclosed pursuant to the Act. The City shall (i) give the Companies notice within ten (10) days of receipt of (a) a request under the Act to inspect, copy or otherwise access such information or certificate(s) or (b) receipt of a discovery request, subpoena or similar litigation-related inquiry relating to the disclosure of same including a copy of such request, and (ii) provide the Companies a copy of its proposed response to such inquiry or request with sufficient time to seek a protective order or otherwise assert its rights with respect to such request or any such production. If the Companies decide in their sole discretion, to seek a protective order or otherwise assert their rights with respect to such request or any such production they shall do so at the Companies' expense. The Companies shall not be responsible to the City for the associated costs and expense of any litigation undertaken by the City necessary to assert the exclusion and/or protect the nondisclosure of the Companies' information or certificate(s).

**E. Severability.** In case any Section or provision of this Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other Section or provision of this Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

**F. Amendments.** If either or both Companies has reason to request an amendment during the Term of the Agreement, it may submit a written request setting forth the need for the amendment and requesting approval of same. Upon submission of a written request, such amendment will be subject to the express, prior written consent of the Mayor of the City. An amendment by either Company to its Articles of Organization that results in a change only to its name, but not to its FEIN, will not be considered an amendment within the meaning of this Section but the Company shall send a timely notice of such change to the City. Acceleration of the Activation Date as set forth in Section 3.B and modification of the rebate amounts set forth in Section 5.A will not be considered an amendment within the meaning of this Section.

G. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the Parties hereto.

H. **Jurisdiction and Venue.** This Agreement and the rights and obligations of the parties hereto and thereto shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth, without regard to conflict of law principles. The Parties agree that any suit, action, or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lincoln County, Kentucky, or (b) the United States District Court for the Eastern District of Kentucky, Lexington Division, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The Parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Agreement brought in the courts of the Commonwealth of Kentucky situated in Lincoln County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Lexington Division, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

I. **Counterparts.** This Agreement may be signed by each party upon a separate copy or separate signature page, and any combination of separate copies signed by all parties or including signature pages so signed will constitute a single counterpart of this Agreement. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement. It will not be necessary, in proving this Agreement in any proceeding, to produce or account for more than one counterpart of this Agreement. This Agreement will become effective when one or more counterparts have been signed by each party, and delivered to the other parties, respectively. Any party may deliver an executed copy of this Agreement (and an executed copy of any documents contemplated by this Agreement) by facsimile transmission to another party or e-mailed .pdf files of scanned copies bearing their respective signatures, and such delivery will have the same force and effect as any other delivery of a manually signed copy of this Agreement (or such other document).

*[Signature Page and Exhibits Follow.]*

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed in its respective name by its duly-authorized representative, all as of the Effective Date.

"City"

CITY OF STANFORD, KENTUCKY

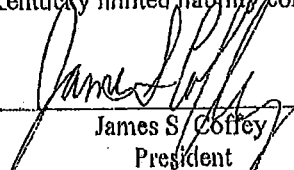
By:   
Dalton Miller  
Mayor

ATTEST:

  
Jone Allen, CKMO  
City Clerk

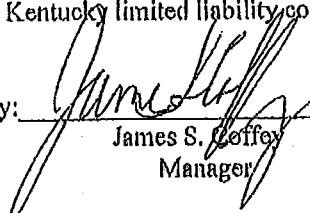
"Pitman Creek"

PITMAN CREEK WHOLESALE, L.L.C.,  
A Kentucky limited liability company

By:   
James S. Coffey  
President

"PCW"

PCW MANAGEMENT, LLC,  
A Kentucky limited liability company

By:   
James S. Coffey  
Manager





## STANFORD - LINCOLN COUNTY

INDUSTRIAL DEVELOPMENT AUTHORITY

---

October 13, 2021

The Honorable Dalton Miller, Mayor  
City of Stanford Kentucky  
403 E Main Street  
Stanford, KY 40484

Mayor Miller:

This correspondence is to notify the City of Stanford, Kentucky that the Stanford-Lincoln County Industrial Development Authority (SLCIDA) Board of Directors support the current efforts to annex property owned by SLCIDA in the Lincoln County Industrial Park (AKA-The Rowland Industrial Park). Please be aware that we are only endorsing the land that is owned by the SLCIDA.

Should you have questions and/or concerns, please contact me directly at 859.321.8052 or email:  
[gleamon@lincolinky.com](mailto:gleamon@lincolinky.com)

Sincerely,

George E. Leamon, Executive Director

Pc: SLCIDA Board of Directors

Exhibit "C"

The following is a summary of City of Stanford Ordinance 110.13, prepared by City Attorney John Hackley pursuant to KRS 83A.060(9), having previously been read at the regular October meeting of the Stanford City Council.

**Ordinance No. 110.13**

**ORDINANCE OF THE CITY OF STANFORD, KENTUCKY ANNEXING BY CONSENT A 224.780 ACRE TRACT BEING THE ROWLAND INDUSTRIAL PARK**

**WHEREAS**, the subject property of this ordinance is urban in character and/or suitable for development for urban purposes and no part of the area to be annexed is included within the boundary of another incorporated city; and the city has declared it desirable to annex the proposed unincorporated territory. Said property is contiguous to the present Stanford City limits at the time this ordinance is to be effective; and

**WHEREAS**, the said owners of record of the subject property to be annexed have expressed a desire to do so as recorded in the letters and agreements from each, all of which are attached as Exhibits, and the City of Stanford is in receipt of said letters and agreements, therefore, pursuant to KRS 81A.412 there is no requirement for a notification ordinance as required by KRS 81A.420(1) or notice requirements of KRS 81A.425 or a waiting period of 60 days as provided by KRS 81A.420(2) prior to enacting a final ordinance annexing the subject area; and

**WHEREAS**, this ordinance is authorized by KRS 81A.412.

**NOW THEREFORE PURSUANT TO THE AUTHORITY IN CHAPTER 81A OF THE KENTUCKY REVISED STATUTES AND OTHER APPLICABLE LAW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STANFORD:**

The City of Stanford has declared the following described property, by reason of present use and potential, to be urban in character and/or suitable for development for urban purposes without reasonable delay, therefore the City finds it desirable to annex the proposed unincorporated territory as described, below, and said property is hereby annexed into the territorial limits of the City of Stanford, pursuant to the provisions of KRS 81A.420 et. seq.;

**THE PROPERTY TO BE ANNEXED IS MORE FULLY DESCRIBED AS FOLLOWS:**

The property is bounded by lands owned by Paul and Cheryl Dariano; and land owned by the Commonwealth of Kentucky; and land owned by Tech Way; and land owned by the Commonwealth of Kentucky; and land owned by David and Sonja Bratcher; and land owned by Johnny Stewart; and land owned by Dale and Nancy Humphrey; and land owned by PCW Management, LLC.; and land owned by the Stanford Lincoln Industrial Development Authority; and land owned by Larry and Lois Oliver Trust; and land owned by Earl and Jo Ann Cooper; and land owned by Peter Tate Trust Realty; and KY Highway 78; and land owned by Steve and Tammy Dean; and land owned by Tin Man Manufacturing Co.; and land owned by the City of Stanford; and Ky. Highway 1770; and U.S. Highway 150, and containing 224.780 acres by survey.

Based upon the aforementioned findings, the City of Stanford City Council declares that it is desirable to annex this unincorporated territory described in the attached exhibits, and it hereby annexes to the City of Stanford and its boundary line is extended so as to include within the city limits of Stanford the property described on the attached Exhibits.

This Ordinance shall be effective upon adoption by the City of Stanford City Council and having its first reading on the 14<sup>th</sup> day of October, 2021 and its second reading on the 18<sup>th</sup> day of November, 2021, and publication on the 24<sup>th</sup> day of November, 2021 in the Interior Journal, in accordance with Chapter 424 of the Kentucky Revised Statutes.

# Proof

<b>Client</b>	CITY OF STANFORD JONE ALLEN	<b>Phone</b>	(606) 365-4500
<b>Address</b>	403 EAST MAIN ST STANFORD, KY 40484	<b>EMail</b>	ClerkAllen@stanfordky.gov
		<b>Fax</b>	
<b>AD #</b>	1351597	<b>Requested By</b>	CITY OF STANFORD JONE ALLEN
<b>Class</b>	2610	<b>PO #</b>	
<b>Start Date</b>	11/25/21	<b>Created By</b>	STACEY.MEADO
<b>End Date</b>	11/25/21	<b>Creation Date</b>	11/19/2021
<b>Run Dates</b>	1	<b>Dimensions</b>	3 X 7.4
<b>Pubs</b>	Stanford Interior Journal	<b>Price</b>	\$237.00
<b>Order #</b>	1351597		
<b>Sales Rep</b>	Stacey Meadows	<b>Phone</b>	
		<b>EMail</b>	stacey.meadows@shelbycount- tyreporter.com
		<b>Fax</b>	

The following is a summary of City of Stanford Ordinance 110.13, prepared by City Attorney John Hackley pursuant to KRS 83A.060(9), having previously been read at the regular October meeting of the Stanford City Council.

**Ordinance No. 110.13**

**ORDINANCE OF THE CITY OF STANFORD, KENTUCKY ANNEXING BY CONSENT A 224.780 ACRE TRACT BEING THE ROWLAND INDUSTRIAL PARK**

**WHEREAS**, the subject property of this ordinance is urban in character and/or suitable for development for urban purposes and no part of the area to be annexed is included within the boundary of another incorporated city; and the city has declared it desirable to annex the proposed unincorporated territory. Said property is contiguous to the present Stanford City limits at the time this ordinance is to be effective; and

**WHEREAS**, the said owners of record of the subject property to be annexed have expressed a desire to do so as recorded in the letters and agreements from each, all of which are attached as Exhibits, and the City of Stanford is in receipt of said letters and agreements, therefore, pursuant to KRS 81A.412 there is no requirement for a notification ordinance as required by KRS 81A.420(1) or notice requirements of KRS 81A.425 or a waiting period of 60 days as provided by KRS 81A.420(2) prior to enacting a final ordinance annexing the subject area; and

**WHEREAS**, this ordinance is authorized by KRS 81A.412.

**NOW THEREFORE PURSUANT TO THE AUTHORITY IN CHAPTER 81A OF THE KENTUCKY REVISED STATUTES AND OTHER APPLICABLE LAW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STANFORD:**

The City of Stanford has declared the following described property, by reason of present use and potential, to be urban in character and/or suitable for development for urban purposes without reasonable delay, therefore the City finds it desirable to annex the proposed unincorporated territory as described, below, and said property is hereby annexed into the territorial limits of the City of Stanford, pursuant to the provisions of KRS 81A.420 et. seq.:

**THE PROPERTY TO BE ANNEXED IS MORE FULLY DESCRIBED AS FOLLOWS:**

The property is bounded by lands owned by Paul and Cheryl Darlano; and land owned by the Commonwealth of Kentucky; and land owned by Tech Way; and land owned by the Commonwealth of Kentucky; and land owned by David and Sonja Bratcher; and land owned by Johnny Stewart; and land owned by Dale and Nancy Humphrey; and land owned by PCW Management, LLC.; and land owned by the Stanford Lincoln Industrial Development Authority; and land owned by Larry and Lois Oliver Trust; and land owned by Earl and Jo Ann Cooper; and land owned by Peter Tate Trust Realty; and KY Highway 78; and land owned by Steve and Tammy Dean; and land owned by Tin Man Manufacturing Co.; and land owned by the City of Stanford; and Ky. Highway 1770; and U.S. Highway 150, and containing 224.780 acres by survey.

Based upon the aforementioned findings, the City of Stanford City Council declares that it is desirable to annex this unincorporated territory described in the attached exhibits, and it hereby annexes to the City of Stanford and its boundary line is extended so as to include within the city limits of Stanford the property described on the attached Exhibits.

This Ordinance shall be effective upon adoption by the City of Stanford City Council and having its first reading on the 14th day of October, 2021 and its second reading on the 18th day of November, 2021, and publication on the 24th day of November, 2021 in the Interior Journal, in accordance with Chapter 424 of the Kentucky Revised Statutes.

Ordinance No. 110.13  
City of Stanford Proposed Annexation

This being a proposed annexation ordinance enacted by the City Council of Stanford on the 18<sup>th</sup> day of November, 2021 and being more particularly described as follows:

**BEGINNING** at an iron pin found (PLS #3118), said iron pin being a common corner to Paul and Cheryl Darlano (D.B. 433, Pg. 799), Commonwealth of Kentucky (D.B. 254, Pg. 707, Parcel 23) and Tech Way (Plat C-471), being a corner to the existing Stanford City Limits (Ordinance No. 110.12), having Kentucky State Plane Coordinates of N=2073460.18 E=1970015.04, and being the POINT OF BEGINNING for this description;

Thence leaving the property of Commonwealth of Kentucky (D.B. 254, Pg. 707, Parcel 23) and with the common property line of Paul and Cheryl Darlano (D.B. 433, Pg. 799) and southern edge of right-of-way of Tech Way (Plat C-471) the following seven (7) courses: S75°42'52"W – 23.33 to a point, S72°55'40"W – 53.80 to a point, S64°08'58"W – 63.07 to a point, S59°34'04"W – 78.83 to a point, S60°15'19"W – 95.03 to a point, S63°16'19"W – 103.88 to a point, and S64°17'31"W – 43.33 to an iron pin found (PLS #3118), said iron pin being a common corner to Paul and Cheryl Darlano (D.B. 433, Pg. 799), southern edge of right-of-way of Tech Way (Plat C-471) and David and Sonja Bratcher (D.B. 455, Pg. 687);

Thence leaving the southern edge of right-of-way of Tech Way (Plat C-471) and with the common property line of David and Sonja Bratcher (D.B. 455, Pg. 687) and Paul and Cheryl Darlano (D.B. 433, Pg. 799) S17°45'39"E – 212.91 to an iron pin found (PLS #3118), said iron pin being a common property corner to David and Sonja Bratcher (D.B. 455, Pg. 687), Paul and Cheryl Darlano (D.B. 433, Pg. 799) and Johnny Stewart (D.B. 444, Pg. 847);

Thence leaving the property of Paul and Cheryl Darlano (D.B. 433, Pg. 799) and with the common property line of David and Sonja Bratcher (D.B. 455, Pg. 687) and Johnny Stewart (D.B. 444, Pg. 847) S17°41'52"E – 285.37 to an iron pin found (PLS #3118), said iron pin being a common property corner to David and Sonja Bratcher (D.B. 455, Pg. 687), Johnny Stewart (D.B. 444, Pg. 847), and Dale and Nancy Humphrey (D.B. 320, Pg. 649);

Thence leaving the property of Johnny Stewart (D.B. 444, Pg. 847) and with the common property line of David and Sonja Bratcher (D.B. 455, Pg. 687) and Dale and Nancy Humphrey (D.B. 320, Pg. 649) S47°54'01"W – 410.50 to an iron pin found (PLS #3118), said iron pin being a common property corner to David and Sonja Bratcher (D.B. 455, Pg. 687), Dale and Nancy Humphrey (D.B. 320, Pg. 649) and PCW Management, LLC. (D.B. 458, Pg. 583);

Thence leaving the property David and Sonja Bratcher (D.B. 455, Pg. 687) and with the common property line of Dale and Nancy Humphrey (D.B. 320, Pg. 649) and PCW Management, LLC. (D.B. 458, Pg. 583) for the following two (2) courses: S47°49'28"W – 41.52 to an iron pin found (PLS #4048) and S36°03'11"W - 1333.56 to an iron pin found (PLS #3118), said iron pin being a common corner to Dale and Nancy Humphrey (D.B. 320, Pg. 649), PCW Management, LLC. (D.B. 458, Pg. 583), and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416);

Thence leaving the property of PCW Management, LLC. (D.B. 458, Pg. 583) and with the common property line of Dale and Nancy Humphrey (D.B. 320, Pg. 649) and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) S43°12'01"E – 469.07 to a point, said point being a common

corner to Dale and Nancy Humphrey (D.B. 320, Pg. 649), Dale and Nancy Humphrey (D.B. 252, Pg. 222), and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416);

Thence leaving the property of Dale and Nancy Humphrey (D.B. 320, Pg. 649) and with the common property line of Dale and Nancy Humphrey (D.B. 252, Pg. 222) and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) S30°40'06"W – 328.09 to a point, said point being a common corner to Dale and Nancy Humphrey (D.B. 252, Pg. 222), Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Larry and Lois Oliver Trust (D.B. 342, Pg. 613);

Thence leaving the property of Dale and Nancy Humphrey (D.B. 252, Pg. 222) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Larry and Lois Oliver Trust (D.B. 342, Pg. 613) S30°29'27"W – 1955.92' to a point, said point being a common corner to Larry and Lois Oliver Trust (D.B. 342, Pg. 613), Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), and Earl and Jo Ann Cooper (D.B. 352, Pg. 774);

Thence leaving the property of Larry and Lois Oliver Trust (D.B. 342, Pg. 613) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Earl and Jo Ann Cooper (D.B. 352, Pg. 774) S84°46'58"W - 1625.39' to a point, said point being a common corner to Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), Earl and Jo Ann Cooper (D.B. 352, Pg. 774), and Peter Tate Trust Realty, LLC (D.B. 436, Pg. 160);

Thence leaving the property of Earl and Jo Ann Cooper (D.B. 352, Pg. 774) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Peter Tate Trust Realty, LLC (D.B. 436, Pg. 160) N12°51'48"E - 1159.27' to a point, said point being a common corner to Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), Peter Tate Trust Realty, LLC (D.B. 436, Pg. 160), and Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821);

Thence leaving the property of Peter Tate Trust Realty, LLC (D.B. 436, Pg. 160) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821) for the following two (2) courses: N12°56'08"E - 996.52' to a point and N28°12'26"E - 1013.63 to an iron pin found (PLS #3118) said iron pin found being a common corner to Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821), Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Lincoln Industrial Development Authority (D.B. 299, Pg. 431);

Thence leaving the property of Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and with the common property line of Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821) and Lincoln Industrial Development Authority (D.B. 299, Pg. 431) N03°09'23"E - 2379.78' to an iron pin found (PLS #3447), said iron pin being a corner to Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821), Lincoln Industrial Development Authority (D.B. 299, Pg. 431), and on the southern edge of right-of-way of KY Highway 78;

Thence leaving the property of Peter Tate Trust Realty, LLC (D.B. 438, Pg. 821) and with the common property line of the southern edge of right-of-way of KY Highway 78 and Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) for the following seven (7) courses: S64°38'40"E - 41.32' to a point, S69°39'39"E - 119.67' to a point, S75°34'59"E - 83.41' to a point, S80°56'29"E - 90.02' to a point, S86°09'15"E - 76.65' to a point, N89°48'53"E - 99.05' to a point and N88°01'19"E - 289.88' to a point, said point being a common corner to Steve and Tammy Dean (D.B. 396, Pg. 476) and Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) and on the southern right-of-way of KY Highway 78;

Thence leaving the southern right-of-way of KY Highway 78 and with the common property line of Steve and Tammy Dean (D.B. 396, Pg. 476) and Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) S15°26'59"E - 935.27' to a point, said point being a common corner to Steve and Tammy Dean (D.B. 396, Pg. 476) Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416);

Thence leaving the property of Stanford Lincoln Industrial Development Authority (D.B. 299, Pg. 431) and with common property lines of Steve and Tammy Dean (D.B. 396, Pg. 476) and Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416 and D.B. 383, Pg. 254) for the following two (2) courses: N69°29'19"E - 694.30' to a point and N69°15'09"E - 153.37' to a point, said point being a common corner to Tin Man Manufacturing Co. (D.B. 383, Pg. 717), Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), and Steve and Tammy Dean (D.B. 396, Pg. 476);

Thence leaving the property of Steve and Tammy Dean (D.B. 396, Pg. 476) and with the common property line of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and Tin Man Manufacturing Co. (D.B. 383, Pg. 717) S20°06'11"E - 365.39' to a point, said point being a common corner to Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416), Tin Man Manufacturing Co. (D.B. 383, Pg. 717), and City of Stanford (D.B. 327, Pg. 537);

Thence leaving the property of Stanford Lincoln Industrial Development Authority (D.B. 295, Pg. 416) and with the common property lines of Tin Man Manufacturing Co. (D.B. 383, Pg. 717) and City of Stanford (D.B. 327, Pg. 537) S20°03'17"E - 102.51' to a point, said point being a common corner to Tin Man Manufacturing Co. (D.B. 383, Pg. 717), City of Stanford (D.B. 327, Pg. 537) and on the northern edge of right-of-way of Tech Way (Plat C-471);

Thence leaving the property of City of Stanford (D.B. 327, Pg. 537) and with the northern edge of right-of-way of Tech Way (Plat C-471) and Tin Man Manufacturing Co. (D.B. 383, Pg. 717) for the following nine (9) courses: N66°36'00"E - 85.31' to a point, N69°06'59"E - 184.00' to a point, a curve to the left with a radius 1170', arc length of 118.68', chord direction of N66°12'37"E and a chord distance of 118.63' to a point, N63°18'15"E - 102.30' to a point, N60°17'16"E - 93.09' to a point, N59°36'00"E - 78.47' to a point, N64°33'43"E - 77.02' to a point, N72°57'36"E - 55.26' to a point, and N75°44'49"E - 5.76' to a point, said point is a common corner to Tin Man Manufacturing Co. (D.B. 383, Pg. 717) and Commonwealth of Kentucky (D.B. 254, Pg. 707, Parcel 23) (being the western edge of right-of-way of KY HWY 1770, the southern edge of right-of-way of U.S. Highway 150, and the northern edge of right-of-way of Tech Way (Plat C-471), (Also being a corner to the existing Stanford City Limits (Ordinance No. 110.12)));

Thence leaving the property of Tin Man Manufacturing Co. (D.B. 383, Pg. 717) and with the common property line of Commonwealth of Kentucky (D.B. 254, Pg. 707, Parcel 23) and right-of-way of Tech Way (Plat C-471), (Also being a line to the existing Stanford City Limits (Ordinance No. 110.12)) S31°37'45"E - 62.79' to the **POINT OF BEGINNING** and containing 224.780 acres by survey.

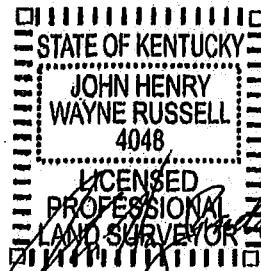
All bearings are referenced to grid north of the Kentucky State Plane Coordinate System - South Zone (NAD83).



The above proposed annexation of a 224.780 acre tract being part of or all of the following properties:

- Stanford Lincoln Industrial Development Authority D.B. 295, PG. 416
- Stanford Lincoln Industrial Development Authority D.B. 299, PG. 431
- Stanford Lincoln Industrial Development Authority D.B. 383, PG. 254
- City of Stanford D.B. 327, PG. 537
- PCW Management, LLC D.B. 458, PG. 583
- David Bratcher and Sonja Bratcher D.B. 455, PG. 687
- R/W OF Tech Way PLAT C-471
- R/W OF Tech Way PLAT E-144

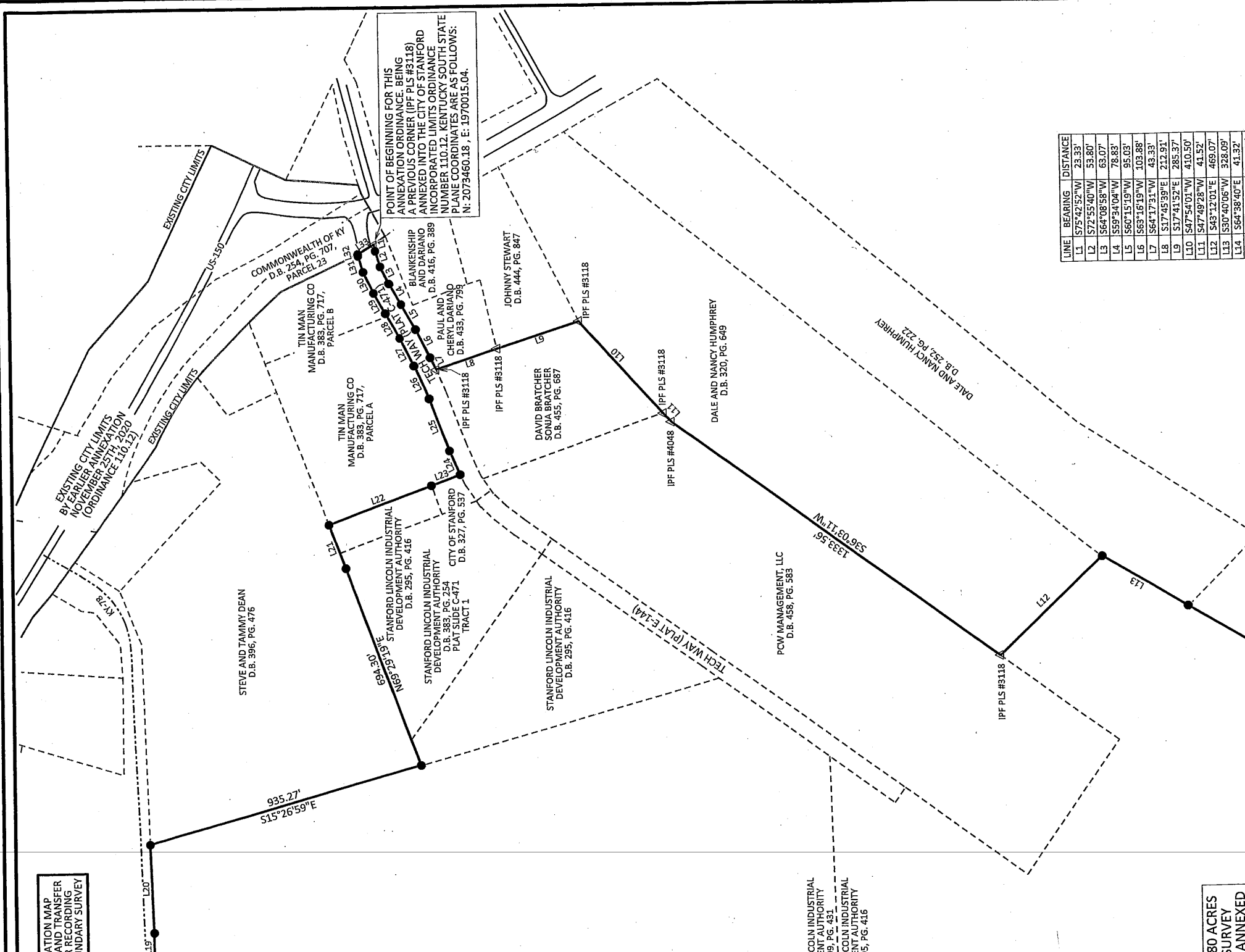
This description prepared from a physical survey performed by AGE Engineering Services Inc. on 21st day of September, 2021.



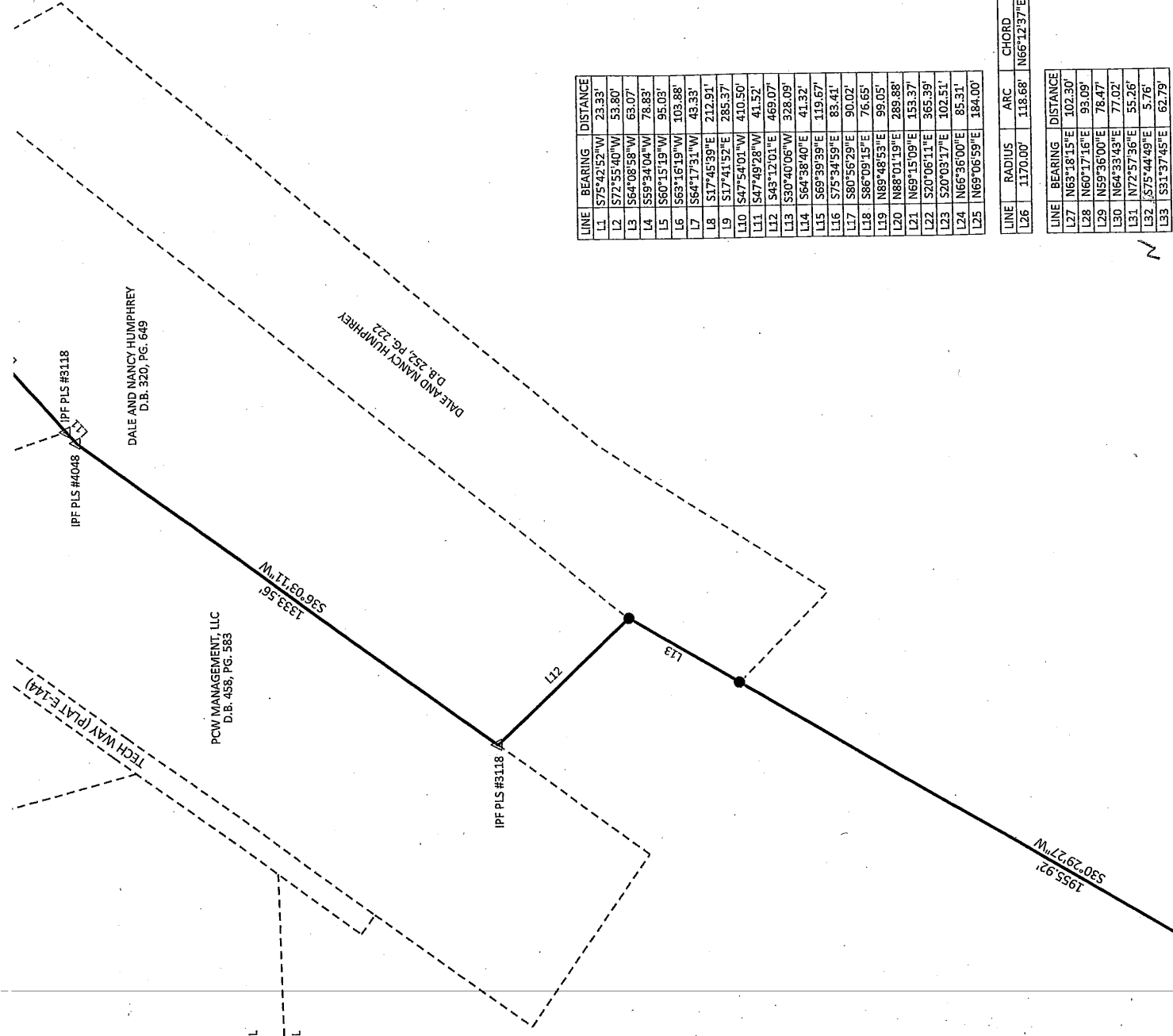
ANNEXATION MAP  
LAND TRANSFER  
PLAT RECORDING  
PLAT SURVEY

POINT OF BEGINNING FOR THIS ANNEXATION ORDINANCE, BEING A PREVIOUS CORNER (IPF PLS #3118) ANNEXED INTO THE CITY OF STANFORD INCORPORATED LIMITS ORDINANCE NUMBER 110.12, KENTUCKY SOUTH STATE PLANE COORDINATES ARE AS FOLLOWS: N: 2073460.18, E: 1970015.04.

LINE	BEARING	DISTANCE
L1	S75°42'52"W	23.33'
L2	S72°55'40"W	53.80'
L3	S64°08'58"W	63.07'
L4	S59°34'04"W	78.83'
L5	S60°15'19"W	95.03'
L6	S63°16'19"W	103.88'
L7	S64°17'31"W	43.33'
L8	S17°48'59"E	212.91'
L9	S17°41'52"E	285.37'
L10	S47°54'01"W	410.50'
L11	S47°49'28"W	41.52'
L12	S43°12'01"E	469.07'
L13	S30°40'06"W	328.09'
L14	S64°38'40"E	41.32'
L15	S69°39'39"E	119.67'



80 ACRES  
SURVEY  
ANNEXED



COJN INDUSTRIAL  
NT AUTHORITY  
9, PG. 431  
COJN INDUSTRIAL  
NT AUTHORITY  
5, PG. 416

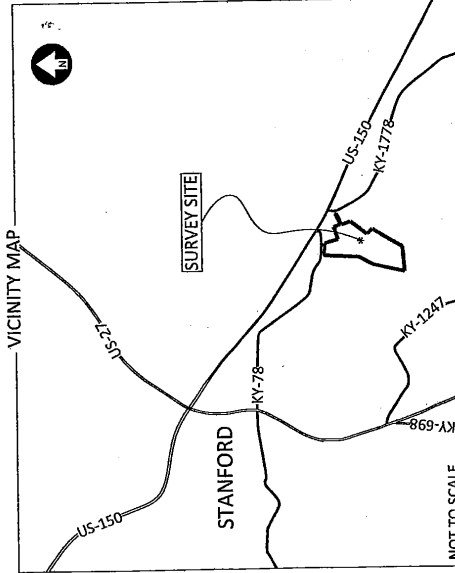
30 ACRES  
URVEY  
ANNEXED

LINE	BEARING	DISTANCE
L1	S75°42'52"W	23.33'
L2	S72°55'40"W	53.80'
L3	S64°08'58"W	63.07'
L4	S59°34'04"W	78.83'
L5	S60°15'19"W	95.03'
L6	S63°16'19"W	103.88'
L7	S64°17'31"W	43.33'
L8	S17°45'39"E	212.91'
L9	S17°41'52"E	285.37'
L10	S47°54'01"W	410.50'
L11	S47°49'28"W	41.52'
L12	S43°12'01"E	469.07'
L13	S30°40'06"W	328.09'
L14	S64°38'40"E	41.32'
L15	S69°39'39"E	119.67'
L16	S75°34'59"E	83.41'
L17	S80°56'29"E	90.02'
L18	S86°09'19"E	76.65'
L19	N89°48'53"E	99.05'
L20	N88°01'19"E	289.88'
L21	N69°15'09"E	153.37'
L22	S20°06'11"E	365.39'
L23	S20°03'17"E	102.51'
L24	N66°36'00"E	85.31'
L25	N69°06'59"E	184.00'

LINE	RADIUS	ARC	CHORD	DISTANCE
L26	1170.00'	118.68'	N66°12'37"E	118.63'

LINE	BEARING	DISTANCE
L27	N63°18'15"E	102.30'
L28	N60°17'16"E	93.09'
L29	N59°36'00"E	78.47'
L30	N64°33'43"E	77.02'
L31	N72°57'36"E	55.26'
L32	S75°44'49"E	5.76'
L33	S31°37'45"E	62.79'

LARRY AND LOIS OLIVER TRUST  
D.B. 342, PG. 613

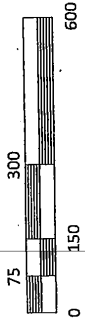
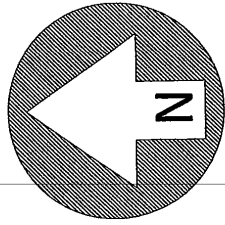


**SURVEYORS CERTIFICATE**  
I DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECTION USING A TRIMBLE RTK GPS; THE BASE RECEIVER WAS A TRIMBLE RIO AND THE ROVER WAS A TRIMBLE R8. THE POOREST RELATIVE POSITIONAL ACCURACY OF ANY CORNER WAS 0.03 FEET AND THE BEST WAS 0.02 FEET. THE HORIZONTAL DATUM IS REFERENCED TO THE KENTUCKY STATE PLANE SOUTH ZONE COORDINATE SYSTEM (NAD83) AND VERTICAL DATUM IS REFERENCED TO NAVD88. **GEOID DATUM WAS USED ON THIS PROJECT.**

STATE OF KENTUCKY  
JOHN HENRY  
WAYNE RUSSELL  
4048

LICENSED  
PROFESSIONAL  
SURVEYOR  
JOHN HENRY WAYNE RUSSELL  
4048

4048 RLS#  
10/6/2021 DATE



Scale: 1" = 300'

ALL BEARINGS ARE BASED ON GRID NORTH OF THE KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE.  
ALL COORDINATES DISPLAYED ON THIS PLAT ARE FROM THE KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE.

PURPOSE OF PLAT

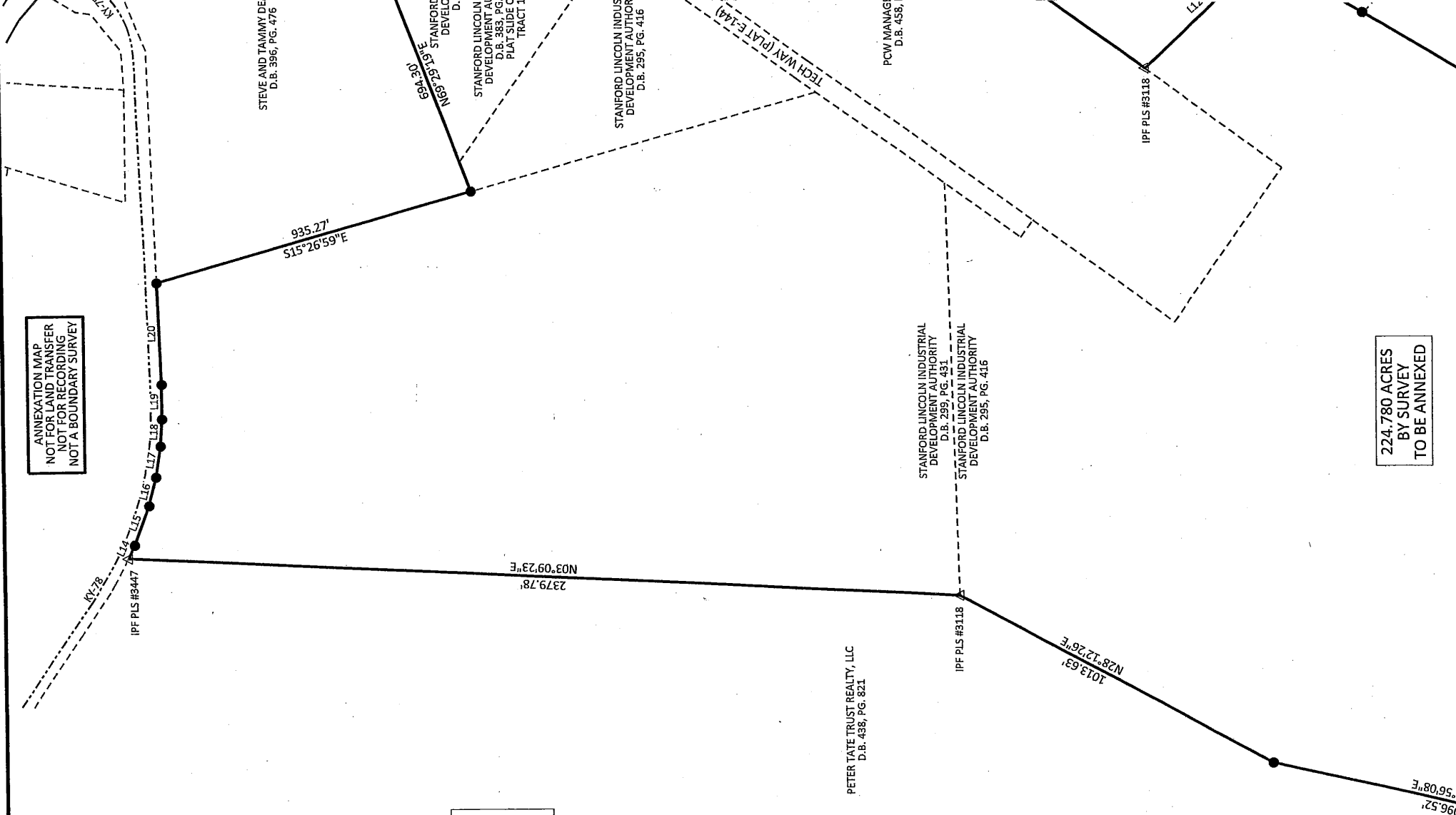
1.) TO CREATE A 224.780 ACRE PARCEL TO BE ANNEXED INTO THE CITY OF STANFORD.

SOURCE OF TITLE

STANFORD LINCOLN INDUSTRIAL DEVELOPMENT AUTHORITY  
D.B. 295, PG. 416  
STANFORD LINCOLN INDUSTRIAL DEVELOPMENT AUTHORITY  
D.B. 299, PG. 451  
STANFORD LINCOLN INDUSTRIAL DEVELOPMENT AUTHORITY  
D.B. 383, PG. 254  
CITY OF STANFORD  
D.B. 327, PG. 537  
PCW MANAGEMENT, LLC  
D.B. 458, PG. 583  
DAVID BRATCHER  
SONIA BRATCHER  
D.B. 455, PG. 687  
R/W OF TECH WAY  
PLAT C-471  
R/W OF TECH WAY  
PLAT E-144

ANNEXATION MAP  
NOT FOR LAND TRANSFER  
NOT FOR RECORDING  
NOT A BOUNDARY SURVEY

224.780 ACRES  
BY SURVEY  
TO BE ANNEXED



D.B. 299, PG. 431  
 STANFORD LINCOLN INDUSTRIAL  
 DEVELOPMENT AUTHORITY  
 D.B. 383, PG. 254  
 CITY OF STANFORD  
 D.B. 327, PG. 537  
 PCW MANAGEMENT, LLC  
 D.B. 458, PG. 583  
 DAVID BRATCHER  
 SONJA BRATCHER  
 D.B. 455, PG. 687  
 R/W OF TECH WAY  
 PLAT C-471  
 R/W OF TECH WAY  
 PLAT E-144

PETER TATE TRUST REALTY, LLC  
 D.B. 438, PG. 821

STANFORD LINCOLN INDUSTRIAL  
 DEVELOPMENT AUTHORITY  
 D.B. 299, PG. 431  
 STANFORD LINCOLN INDUSTRIAL  
 DEVELOPMENT AUTHORITY  
 D.B. 295, PG. 415

IPF PLS #3118

1013.63'  
 N28°12'26"E

996.52'  
 N12°56'08"E

1159.27'  
 N12°51'48"E

PETER TATE TRUST REALTY, LLC  
 D.B. 436, PG. 160

1625.39'  
 S84°46'58"W

EARL AND JO ANN COOPER  
 D.B. 352, PG. 774

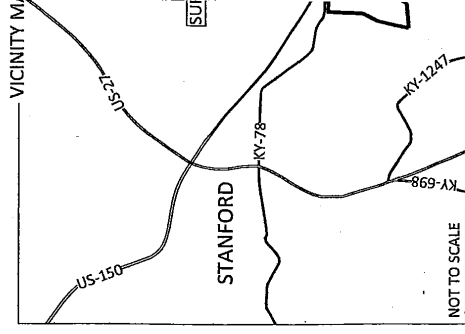
1955.92'  
 S30°29'27"W

IPF PLS #3118

224.780 ACRES  
 BY SURVEY  
 TO BE ANNEXED

**LEGEND**

- ANNEXATION CORNER (NO MONUMENT SET)
- △ FOUND MONUMENT (AS NOTED)
- ANNEXATION LINES OF AGE SURVEY
- · · · ADJOINING PROPERTY BOUNDARY LINES PER DEEDED DESCRIPTIONS
- EXISTING CITY LIMITS



LARRY AND LOIS OLIVE  
 D.B. 342, PG. 61

PCW MANANA  
 D.B. 458