

ORDINANCE CERTIFICATION

I certify I am the duly qualified City Clerk of the City of Wickliffe, Kentucky, and the following two pages of Ordinance No. 506 are a true, correct and complete copy duly adopted by the City Council, at a duly convened meeting held on May 2, 1995, all as appears in the official records of the City of Wickliffe, Kentucky.

WITNESS my hand and *(Seal or the Seal of said City)*, this 25th day of February, 2019.



BETHANY CAIN
City Clerk

RECEIVED AND FILED

DATE May 3, 2019

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

ORDINANCE NO. 506

AN ORDINANCE PROPOSING THE ANNEXATION OF CERTAIN UNINCORPORATED TERRITORY AS A PART OF THE CITY OF WICKLIFFE, KENTUCKY.

WHEREAS, it is hereby deemed to be to the public interest and welfare of the City of Wickliffe, Ky, and the territory proposed to be annexed, THE CITY COUNCIL OF THE CITY OF WICKLIFFE, KENTUCKY DOES HEREBY ORDAIN AS FOLLOWS:

In accordance with KRS 81A.400, the right of the legislative body of any city of the second through the sixth class city may extend or reduce its corporate boundaries. Also, in accordance with KRS 81A.412 where each of the landowners of the area to be annexed gives prior written consent to the annexation, the City may enact a single ordinance annexing the territory.

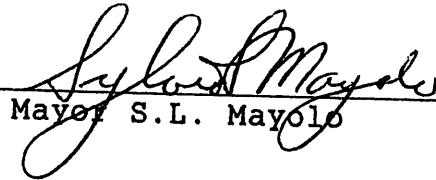
(1) Therefore, since prior agreement has been obtained from the Enlow and Lampkin families and the City of Wickliffe, we are hereby annexing these properties north of the current city boundaries and along Route 60 toward Barlow. (See description of boundary area, approximately 66+ acres)

(2) In addition, we are also annexing the property referred to as Fort Jefferson Hill which the City currently owns south of the current City boundary along Highway 51 and the Mississippi River. There is a small plot of ground at the north end of Fort Jefferson which is owned by the Beasley Corporation. This property lies between the current Wickliffe City boundary and the Fort Jefferson City owned property. Prior consent from the Beasley Corporation has been obtained. (See description of land to be annexed)

The purpose for the annexation is multi-purpose:

- (a) Construction of the Ballard County Detention Center.
- (b) Afford the development of much needed residential new homes.
- (c) Afford the development of commercial operations along Route 60.

- (d) Development of the Fort Jefferson Memorial Cross Park as a tourist attraction.
- (e) Development of Senior Citizens Complex which has been approved if funds become available.


Mayor S.L. Mayolo

Date 5/2/95

ATTEST:

Wanda Kay Green

This is to record that we are giving written consent to annex the small piece of land owned by the Lampkin family that lies outside the city boundary and next to the Enlow property which the City is annexing on the north side of Wickliffe. Attached is a description of the property in question.

David Lampkin Linda Lampkin
David and Linda Lampkin

Date 4-26-1995

PROMPT
PROFESSIONAL
SERVICE

DUMMER SURVEYING COMPANY

434 SOUTH SIXTH STREET PADUCAH, KENTUCKY 42003
(502) 444-0220

L E G A L D E S C R I P T I O N

0.9104 ACRE TRACT FROM J. O. ENLOW TO D. LAMKIN

A CERTAIN TRACT OF LAND LOCATED ON THE EAST SIDE OF HIGHWAY 60 NORTH OF LEE STREET IN WICKLIFFE, BALLARD COUNTY, KY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET 30 FEET EAST AT RIGHT ANGLES FROM THE CENTERLINE OF HIGHWAY 60, SAID CENTERLINE POINT IS LOCATED 870 FEET NORTH WITH SAID CENTERLINE FROM THE CENTERLINE INTERSECTION OF HIGHWAY 60 AND LEE STREET;

THENCE South 88 degrees 05 minutes 16 seconds East for a distance of 245.00 feet WITH THE NORTH LINE OF THE DAVID LAMKIN PROPERTY TO AN IRON PIN SET IN SAID LINE, SAID POINT ALSO BEING THE SOUTH EAST CORNER OF THE JAMES ENLOW TRACT 2 PROPERTY DESCRIBED IN CARD 25,134;

THENCE North 09 degrees 41 minutes 44 seconds East for a distance of 75.05 feet TO AN IRON PIN IN THE EAST LINE OF SAID ENLOW TRACT;

THENCE North 31 degrees 17 minutes 25 seconds West for a distance of 120.28 feet ON A NEW LINE TO AN IRON PIN SET IN THE NORTH LINE OF SAID ENLOW TRACT;

THENCE North 88 degrees 05 minutes 16 seconds West for a distance of 165.38 feet WITH THE NORTH LINE OF SAID ENLOW TRACT TO AN IRON PIN SET 30 FEET EAST AT RIGHT ANGLES FORM THE CENTERLINE OF HIGHWAY 60;

THENCE along a curve to the left having a radius of 580.42 feet and an arc length of 167.21 feet, being subtended by a chord of South 10 degrees 09 minutes 56 seconds West for a distance of 166.63 feet WITH THE EAST LINE OF HIGHWAY 60 TO A POINT 30 FEET EAST AT RIGHT ANGLES FROM SAID CENTERLINE;

THENCE South 01 degrees 54 minutes 44 seconds West for a distance of 10.09 feet WITH THE EAST LINE OF HIGHWAY 60 TO AN IRON PIN, THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.9104 acres more or less.

691097B.LEG

The City of Wickliffe is hereby giving written consent to annex the 5 acres recently purchased from the Enlow family north of the City boundary along Route 60 toward Barlow. Attached is a description of the property being annexed.

Date 5/2/95

Sylvia S. Mayolo
Mayor S.L. Mayolo

Wickliffe City Council Members

Suzanne Allen
Suzanne Allen

Fred Case
Fred Case

Hugh Wear
Hugh Wear

David Phillips
David Phillips

Doris Dalton
Doris Dalton

Marshall Pennebaker
Marshall Pennebaker

DEED

THIS DEED, made and entered into this 28 day of April, 1995, by and between JAMES O. ENLOW, INC., a Kentucky corporation, 10320 Highway 60 West, Kevil, Kentucky 42053, hereinafter referred to as the "Grantor," and CITY OF WICKLIFFE, KENTUCKY, 321 Court Street, Wickliffe, Kentucky 42087, hereinafter referred to as the "Grantee."

WITNESSETH:

FOR AND IN CONSIDERATION of TWENTY THOUSAND DOLLARS (\$20,000.00), the receipt of which is hereby acknowledged, the Grantor has bargained and sold, and does hereby grant and convey unto the Grantee, its successors and assigns forever, the following described real property lying and being in Ballard County, Kentucky, and more particularly described as follows:

TRACT 1

Beginning at a point in the South right-of-way line of Mayolo Avenue (20 feet from the centerline thereof) at its intersection with the Easterly right-of-way line of Graves Lane (20 feet from the centerline thereof); THENCE FROM SAID POINT OF BEGINNING S 83° 37' 24" E with the South right-of-way line of said Mayolo Avenue and said South right-of-way line projected Eastwardly 486.57 feet to a rebar with cap; thence S 7° 00' 00" W, 439.50 feet to a rebar with cap; thence S 87° 30' 33" W, 166.81 feet to a rebar with cap in the Easterly right-of-way line of aforesaid Graves Lane; thence Northwestwardly with said Easterly right-of-way line for the following 5 calls: Northwestwardly with a curve to the left having a radius of

679.23 feet (a chord being N 38° 23' 25" W, 96.39 feet) 96.47 feet to a rebar with cap at the end of said curve and at the beginning of a curve to the right having a radius of 454.92 feet; Northwestwardly with said curve to the right (a chord being N 36° 26' 50" W, 95.26 feet) 95.44 feet to a rebar with cap at the end of said curve; N 30° 26' 14" W, 279.22 feet to a rebar with cap at the beginning of a curve to the right having a radius of 105.38 feet; Northwestwardly with said curve to the right (a chord being N 8° 41' 45" W, 78.07 feet) 79.98 feet to a rebar with cap at the end of said curve and N 13° 02' 45" E, 28.15 feet to a rebar with cap, the point of beginning and containing 3.811 acres as shown on "Enlow Addition to the City of Wickliffe" prepared by Hunter Martin & Associate, Inc. dated April 24, 1995. See plat of record in Plat Book "F", page 20, Ballard County Clerk's office.

Being a part of the same property conveyed to James O. Enlow, Inc. by deed dated the 16 day of Jan, 1991, and recorded in Cabinet 1, Drawer 13, Card No. 25586, Ballard County Clerk's office.

TRACT 2

Beginning at a point in the Westerly right-of-way line of Graves Lane (20 feet from the centerline thereof) that is 136.99 feet as measured Southeastwardly along said Westerly right-of-way line from its intersection with the South right-of-way line of Mayolo Avenue; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Westerly right-of-way line of said Graves Lane for the following 3 calls: S 30° 26' 14" E, 279.22 feet to a rebar with cap at the beginning of a curve to the left having a radius of 494.92 feet; Southeastwardly with said curve to the left (a chord being S 36° 26' 50" E, 103.64 feet) 103.83 feet to a rebar with cap at the end of said curve and at the beginning of a curve to the right having a radius of 639.23 feet and Southeastwardly with said curve to the right (a chord being

S 39° 31' 05" E, 65.62 feet) 65.65 feet to a rebar with cap at the end of said curve; thence S 87° 30' 33" W, 243.90 feet to a rebar with cap; thence N 7° 20' 04" W, 150.00 feet to a rebar with cap; thence N 82° 39' 56" E, 26.71 feet to a rebar with cap; thence N 7° 20' 04" W, 150.00 feet to a rebar with cap; thence S 82° 39' 56" W, 72.11 feet to a rebar with cap; thence N 0° 26' 56" E, 75.05 feet to a metal post; thence N 77° 12' 41" E, 83.70 feet to a rebar with cap, the point of beginning and containing 1.189 acres as shown on "Enlow Addition to the City of Wickliffe" prepared by Hunter Martin & Associates, Inc. dated April 24, 1995. See plat of record in Plat Book "F", page 20, Ballard County Clerk's office.

Being a part of the same property conveyed to James O. Enlow, Inc. by deed dated the 16 day of Jan, 1991, and recorded in Cabinet 1, Drawer 13, Card No. 25586, Ballard County Clerk's office.

TO HAVE AND TO HOLD the aforesaid property, together with all improvements, privileges and appurtenances thereunto belonging, unto the Grantee, its successors and assigns forever with Covenant of General Warranty, easements and restrictions of record excepted.

CONSIDERATION CERTIFICATE: We, James O. Enlow, Inc., the Grantor, and City of Wickliffe, Kentucky, the Grantee, do hereby certify under oath pursuant to KRS Chapter 382 that the consideration reflected in this deed is the full consideration paid for the property. The Grantee joins in signing this deed for the sole purpose of certifying the amount of said consideration.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands
on the dates indicated below.

GRANTOR:

JAMES O. ENLOW, INC.

BY: James O. Enlow
JAMES O. ENLOW, PRESIDENT

GRANTEE:

CITY OF WICKLIFFE, KENTUCKY

BY: Sylvio Mayo
SYLVIO MAYOLO, MAYOR

STATE OF KENTUCKY)
COUNTY OF at large) :SS

The foregoing deed and Consideration Certificate were acknowledged and sworn to
before me this 28 day of April, 1995, by James O. Enlow, President,
for and on behalf of James O. Enlow, Inc.

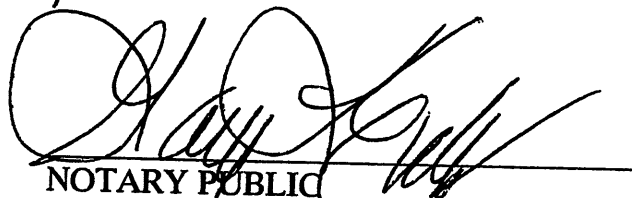
My commission expires: 1/13/97.

[Signature]
NOTARY PUBLIC
State-at-Large, Kentucky

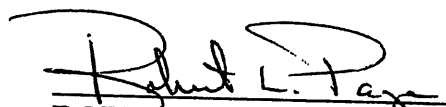
STATE OF KENTUCKY)
COUNTY OF at large) :SS

The Consideration Certificate contained in the foregoing deed was acknowledged and sworn to before me this 28 day of April, 1995, by Sylvio Mayolo, Mayor, for and on behalf of City of Wickliffe, Kentucky.

My commission expires: 1/13/97.


NOTARY PUBLIC
State-at-Large, Kentucky

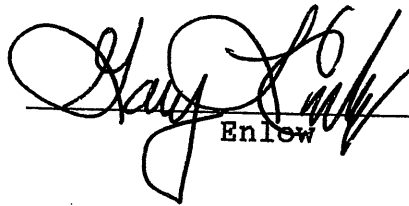
PREPARED BY:


ROBERT L. PAGE, ATTORNEY
325 North Fourth Street
Paducah, Kentucky 42001

This is to record that we are giving written consent to annex the approximate 60 acres known as the Enlow property north of the current city boundary along Route 60 toward Barlow. Attached is a description of the property being annexed.

Date

4/28/95

 asst. VP
Enlow

CORPORATE RESOLUTION

JAMES O. ENLOW, INC.

At a meeting of the board of directors of James O. Enlow, Inc. held on the 20 day of December, 1994 at the office of the corporation with all directors of the corporation being present the following resolution was made, seconded and unanimously passed:

BE IT RESOLVED that Mary V. Enlow, who is presently serving as Vice President of the corporation is elected to the position of Senior Vice President, to fulfill the duties of the President during any time in which he is absent or unable to perform his duties as such.

BE IT FURTHER RESOLVED that Gary Enlow is elected to serve as Assistant Vice President to fulfill the duties of the Senior Vice President during any time in which she is absent or unable to perform her duties as such.

BE IT FURTHER RESOLVED that both the Senior Vice President and the Assistant Vice President shall be and are authorized to execute deeds on behalf of the corporation conveying real estate owned by the corporation.

No other business coming before the meeting, the meeting was adjourned.

James O. Enlow
JAMES O. ENLOW

Mary V. Enlow
MARY V. ENLOW

Transfer Tax \$11.00

East Side
 Hwy. 60

GENERAL WARRANTY DEED

THIS DEED OF CONVEYANCE Made and entered into this 16th day of January, 1991, by and between PATSY PRICE and husband, W. F. PRICE, 3800 Benje Way, Louisville, Jefferson County, Kentucky 40241, Parties of the First Part, and JAMES O. ENLOW, INC., a Kentucky corporation, 10320 Highway 60 West, Kevil, Ballard County, Kentucky 42053, Party of the Second Part.

W I T N E S S E T H :

That for and in consideration of the sum of SEVENTY-ONE THOUSAND AND NO/100 (\$71,000.00) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, we, PATSY PRICE and husband, W. F. PRICE, Parties of the First Part, have bargained, sold and conveyed and doth by these presents hereby bargain, sell and convey with Covenant of General Warranty unto JAMES O. ENLOW, INC., a Kentucky corporation, certain tracts or parcels of land lying and being in Ballard County, Kentucky, and more particularly described as follows, to-wit:

All that portion of the following described tract of land which lies east of the Wickliffe and Barlow State and Federal Highway, known as Highway No. 60, and the land hereby conveyed being only that portion of the following described tract or parcel of land which lies east of said State and Federal Highway No. 60 and which tract or parcel, as a whole, is described as follows, to-wit:

TRACT NO. 1: A tract of land in Ballard County, Kentucky, containing 82.10 acres, being a part of the subdivision of the Terrell 552 acres in the Myers or Logan Survey, and particularly described as follows: Beginning at a point in the Wickliffe and Barlow road in the north line of said Terrell 552 acres and the south line of the Harry Innis lands, said point being the S.W. corner of the Billington and Henderson land; thence with the south line of the Billington and Henderson land S 83 deg. E 2600 ft. corner in said

(2)

N 264 ft. to his N.E. corner; thence S 89 deg. E with the south line of Sarah B. Colley's lot (now Eischen lot) 300 ft. to a branch, thence with said branch and with the east line of the said Eischen lot and Emma Dodge's lot (now Hines) N 11 deg W 220 ft. to the N.E. corner of the Hines lot; thence N 89 deg. W with the north line of the Hines lot 178 ft. to the S.E. corner of the Hattie Reeves lot, now known as the Sullivan lot; thence with the east line of said Sullivan lot N 10 deg. E 100 ft. passing its N.E. corner, and continuing along the end of an alley in all 110 ft. to the south line of the Mary Lou Worley lot, known as the French lot S 89 deg. E 80.4 ft. to the S.E. corner thereof; thence with the east line of said French lot N 5 deg. E 300 ft. to its N.E. corner; thence N 88 deg. W 15.4 ft. to M. E. Shearin S.E. corner; thence with Mrs. Shearin's east line N 175 ft. to its N.E. corner; thence with her north line W 275 ft. to the Wickliffe and Barlow road; thence with said road N 16 deg. W 349 ft. to bend in the road; thence with said road N 4 deg. W 435 ft. to a stake in the center of said road; thence N 13 1/2 deg. E 528 ft. to the beginning, containing 82.10 acres.

Also, the following described tract or parcel of land:

TRACT NO. 2: Also the following described tract of land lying in Ballard County, Kentucky: Lot or parcel of land on the east side of the Wickliffe and Barlow road; beginning at a stake in the center of said road and the N.W. corner of the J. P. French lot; thence E 275 ft. with French's line to a stake; thence N 175 ft. to a stake; thence W to the center of the Barlow and Wickliffe road; thence S with said road 175 ft. to the beginning, containing about 1.2 acres of land.

Tract Nos. 1 and 2, being in all respects the same property to which Patsy Price and husband, W. F. Price, derived title by Deed dated August 31, 1983, from Anna Maude Horn, a widow, and appears of record in Microfilm Cabinet 1, Drawer 9, Card No. 15,411, Ballard County Court Clerk's Office.

TO HAVE AND TO HOLD THE SAME with all the appurtenances thereunto belonging or in any wise appertaining unto the said JAMES O. ENLOW, INC., a Kentucky corporation, its heirs, successors and assigns forever, with Covenant of General Warranty.

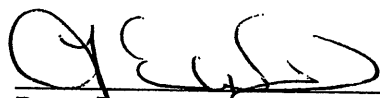
First Parties covenant and warrant that the State, County, and School taxes for 1990 and all prior years have been paid. Second Party covenants and agrees that it will pay the 1991 taxes

Billington and Henderson land 40 ft. to the N.W. corner of the W. T. Timmons 50 acres, known as Lot No. 1, of the subdivision of said Terrell land; thence S 7 deg. W with the west line of said Timmons 50 acres, 1043 ft. to the north line of the Charles Wickliffe land, formerly known as the Ownes land; thence N 83 deg. W 1250 ft. to the N.W. corner of the Wash land, formerly known as the Ownes N.W. corner; thence with the west line of said Wash land S 7 deg. W 1250 ft. to Caldwell's north line at a point S 83 deg. E 660 ft. distant from the center of said Wickliffe and Barlow road; thence S 83 deg. W with Caldwell's north line 680 ft. to the S.E. corner of Frank O'Neal's lot; thence with O'Neal's line

First Parties covenant and warrant that they hold a good fee simple title in and to said property and hereby convey the same free and clear from all liens and encumbrances whatsoever.

TOTAL P.03

This is to record that we are giving written consent to annex the small piece of Beasley land that lies between the current City boundary and the property known as Fort Jefferson Hill which is owned by the City of Wickliffe. Attached is a description of the property being annexed.



Beasley Construction

Date 4/25/95

GENERAL WARRANTY DEEDCWP
MLP

THIS DEED OF CONVEYANCE made and entered into this 4 day of January, 1967, by and between CARL W. PULLEY and wife, MARGARET PULLEY, of Milwaukee, Wisconsin, parties of the first part and JOHN F. BEASLEY CONSTRUCTION COMPANY, a Texas Corporation, of Dallas, Texas, party of the second part;

W I T N E S S E T H

That the said parties of the first part in consideration of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration the receipt of which is hereby acknowledged does hereby sell, grant, bargain, alien and convey unto the party of the second part, JOHN F. BEASLEY CONSTRUCTION COMPANY, in fee simple with a covenant of General Warranty as to title the following described real estate lying and being in the County of Ballard, State of Kentucky and more particularly described as follows, to-wit:

"Situated South of and adjacent to the City of Wickliffe, Ballard County, Kentucky, West of U. S. Highway No. 51, and East of the Mississippi River and more particularly described as follows, to-wit:

Beginning at a point in the West right-of-way line of U. S. Highway No. 51 corner with the land of Fred Bass (being in the old Logan Survey line between River lots 6 and 7); thence with said line South 88 degrees West 1520 feet to a stake on the East bank of the Mississippi River and corner with the land of Fred Case in said Logan line (the old railroad right-of-way referred to in former conveyances being now in the river); thence up and with the meanders of the Mississippi River North 10 degrees West 415 feet; thence North 401 feet; thence North 6 degrees East 232 feet; thence North 9 degrees West 211 feet; thence North 7 degrees East 155 feet to the South line of Missouri Street, if extended out of City of Wickliffe, Kentucky, (along the line between River Lots 5 and 6 of the Logan Survey); thence with said line North 88 degrees East 1264 feet to an iron stake corner with the land or lot of Dathal and Thomas Norment and at said Logan Line; thence with Norment's line about South 10 degrees East or parallel with U. S. Highway No. 51 a distance of 207.8 feet (or to Norment's southwest corner as now established); thence with Norment's south line South 88 East 80 feet to stake in bluff corner with W. R. Carpenter lot; thence South 5 degrees East 607 feet to a stake; thence East 40 feet to a stake, said line being along the bluffs of the old clay lands or pits and to King's corner; thence with King's

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line South 15 degrees West 112 feet to a corner with King; thence with King's line South 5 degrees East 272 feet to King's southwest corner; thence with King's south line South 88 degrees East 132 feet or to the west right-of-way line of U. S. Highway No. 51; thence with said right-of-way line South 5 degrees West 40 feet to the place of beginning in the old Logan line with Bass, containing 45.67 acres, more or less.

Being the same property conveyed originally to L. Waldschmidt by LaCledé Christy Company June 6, 1949, Deed Book 56, Page 422 and by L. Waldschmidt and wife, Margafet to Tom Morgan and wife, Lillie Morgan, July 11, 1950, Deed Book 56, Page 423; by Tom Morgan and wife to George E. Gay May 14, 1951, Deed Book 59, Page 626; by George E. Gay and wife, Hermine Gay to C. W. Pulley and wife, Margaret Pulley, January 15, 1954, Deed Book 60, Page 106; and by Deed of Ratification and Correction from LaCledé Christy Company to C. W. Pulley and wife, March 16, 1955, Deed Book 61, Page 11; and by Deed of Correction and Quitclaim from Tom Morgan and wife, Lillie Morgan and George E. Gay and wife, Hermine Gay, March 22, 1955 to C. W. Pulley and wife, Margaret Pulley, Deed Book 61, Page 13.

LESS AND EXCEPT, however, approximately three acres sold and conveyed by Carl W. Pulley and wife, to Arthur Beardsley, Jr. and wife, Deloris Beardsley, by Deed date April 20, 1965, and of record in Deed Book 68, Page 640, Ballard County Court Clerk's Office.

The parties of the first part do hereby assign and set over, alien and convey unto the party of the second part, JOHN F. BEASLEY CONSTRUCTION COMPANY, its successors and assigns, that certain easement for the use of a roadway to the said real estate described above, together with all of their rights to use a certain waterline, all in accordance with the provisions and conditions of that certain General Warranty Deed and Quitclaim Deed, dated the 20th day of April, 1965, from C. W. Pulley and wife, Margaret Pulley, to Arthur Beardsley, Jr. and wife, Deloris Jean Beardsley, or survivor, and being of record in Deed Book No. 68, Page 640 of the Ballard County Court Clerk's Office, and also the prior waterline agreement being of record in Deed Book No. 64, Page 31 of the Ballard County Court Clerk's Office.

It is understood and agreed, by and between the parties hereto, that it is the intent of the parties of the first part

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT made and entered into this 8 day of ^{November} ~~October~~, 1966, by and between Carl W. Pulley and wife, Margaret Pulley, hereinafter referred to as "Seller" and John F. Beasley Construction Company of Dallas, Texas, a corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Purchaser";

W I T N E S S E T H

That for the consideration hereinbelow more specifically set out, and subject to the terms, conditions, covenants and agreements hereinbelow set out and stipulated, the Seller covenants to sell and convey to the Purchaser and the Purchaser covenants and agrees to buy from the Seller the following described tract or parcel of land situated in Ballard County, Kentucky, and more particularly described as follows, to-wit:

"Situated South of and adjacent to the City of Wickliffe, Ballard County, Kentucky, West of U. S. Highway No. 51, and East of the Mississippi River and more particularly described as follows, to-wit:

Beginning at a point in the West right-of-way line of U. S. Highway No. 51 corner with the land of Fred Bass (being in the Old Logan Survey line between River Lots 6 and 7); thence with said line South 88 degrees West 1520 feet to a stake on the East bank of the Mississippi River and corner with the land of Fred Case in said Logan line (the old railroad right-of-way) referred to in former conveyances being now in the river); thence up and with the meanders of the Mississippi River North 10 degrees West 415 feet; thence North 401 feet; thence North 6 degrees East 232 feet; thence North 9 degrees West 211 feet; thence North 7 degrees East 155 feet to the South line of Missouri Street, if extended out of City of Wickliffe, Kentucky, (along the line between River Lots 5 and 6 of the Logan Survey); thence with said line North 88 degrees East 1264 feet to an iron stake corner with the land or lot of Dathal and Thomas Norment and at said Logan Line; thence with Norment's line about South 10 degrees East or parallel with U. S. Highway No. 51 a distance of 207.8 feet (or to Norment's southwest corner as now established); thence with Norment's South line South 88 East 80 feet to stake in bluff corner with W. R. Carpenter lot; thence South 5 degrees East 607 feet to a stake; thence East 40 feet to a stake, said line being along the bluffs of the old clay lands or pits and to King's corner; thence with King's line South 15 degrees West 112 feet to a corner with

Page 1 of 6 Pages

King; thence with King's line South 5 degrees East 272 feet to King's southwest corner; thence with King's south line South 88 degrees East 132 feet or to the west right-of-way line of U. S. Highway No. 51; thence with said right-of-way line South 5 degrees West 40 feet to the place of beginning in the old Logan line with Bass, containing 45.67 acres, more or less.

Being the same property conveyed originally to L. Waldschmidt by LaCledde Christy Company June 6, 1949, Deed Book 56, Page 422 and by L. Waldschmidt and wife, Margaret to Tom Morgan and wife, Lillie Morgan, July 11, 1950, Deed Book 56, Page 423; by Tom Morgan and wife to George E. Gay May 14, 1951, Deed Book 59, Page 626; by George E. Gay and wife, Hermine Gay to C. W. Pulley and wife, Margaret Pulley, January 15, 1954, Deed Book 60, Page 106; and by Deed of Ratification and Correction from LaCledde Christy Company to C. W. Pulley and wife, March 16, 1955, Deed Book 61, Page 11; and by Deed of Correction and Quitclaim from Tom Morgan and wife, Lillie Morgan and George E. Gay and wife, Hermine Gay, March 22, 1955, to C. W. Pulley and wife, Margaret Pulley, Deed Book 61, Page 13.

LESS AND EXCEPT, however, approximately three acres sold and conveyed by Carl W. Pulley and wife, to Arthur Beardsley Jr. and wife, Deloris Beardsley, by deed dated April 20, 1965, and of record in Deed Book 68, Page 640, Ballard County Court Clerk's Office.

It is understood and agreed, by and between the Seller and Buyer, that by the due execution and delivery of this Contract and due performance of same, that it is the intent of the Seller, to convey all of their remaining land in Ballard County, Kentucky, which was originally acquired by the Seller from George E. Gay and wife, Hermine Gay, on January 15, 1954, as set forth above; further that if at any time in the future, the Buyer, its successors or assigns, should determine that an error or omission has been made in attempting to properly describe said real estate, then and in that event, the Buyer, for itself, its successors and assigns, does hereby forever release and discharge the Seller, their heirs, executors and administrators, of and from all claims and damages whatsoever, in law or in equity, by reason of such error or omission.

The purchase price of said property is in the amount of \$35,000.00 payable as follows: (a) \$4,000.00 upon the execution

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of this Contract of Sale (b) \$6,000.00 payable upon the execution and delivery of a General Warranty Deed to the escrow agent hereinafter named on or before 12:00 o'clock noon on the 24th day of November, 1966 and upon the execution and

TO HAVE AND TO HOLD the same with all the appurtenances thereto belonging or in any wise appertaining unto the said JOHN F. BEASLEY CONSTRUCTION COMPANY, their heirs, successors and assigns, absolutely and in fee simple with a covenant of "General Warranty".

In addition to the two parcels described above, conveyed with covenant of General Warranty, for the additional consideration of the sum of One Dollar (\$1.00) cash in hand paid by the said party of the second part, the receipt of which is now hereby acknowledged and other good and valuable considerations, all of which is hereby acknowledged, the said parties of the first part, ARTHUR BEARDSLEY, JR. and wife, DELORIS JEAN BEARDSLEY, do hereby give, grant, bargain, sell, remise, release and QUITCLAIM unto the said party of the second part, JOHN F. BEASLEY CONSTRUCTION COMPANY, and to its heirs and assigns forever, all of their right, title and interest in and to that

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certain one and one-half inch water main or line, which presently services the real estate hereinabove described, extending from Broadway Street in Wickliffe, southward on the east side of U. S. Highway No. 51, to a point south of the I.C.R.R. underpass and crossing U. S. Highway No. 51 at Missouri Street and extending westward down Missouri Street to the aforesaid private roadway thence extending southward along the said private roadway to the residence situated on the 2.75 acres hereinabove described; subject, however, to the documents, agreements, conditions, reservations and covenants as set forth in the heretofore mentioned deed of record in Deed Book No. 68, Page 640 of the Ballard County Court Clerk's Office.

The parties of the first part covenant and warrant that all taxes and assessments for the year 1966 and all prior years have been paid and the party of the second part hereby agrees to pay all such taxes and assessments due upon said property for the year 1967, when they become due and payable, and further the said parties of the first part, for themselves, their heirs, executors and administrators hereby covenant with the said party of the second part, its successors and assigns, that the said parties of the first part are the true and lawful owners of the said premises and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid and that the same is free and clear from all encumbrances, except those as stated hereinbefore, and further the said parties of the first part will warrant and defend the same against all claims of all persons whatsoever.

IN WITNESS WHEREOF, parties of the first part have hereunto set their hands thereby releasing and relinquishing all their right, title and interest including curtesy, dower, homestead exemptions or otherwise in and to said real estate this day

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and date first above written.

Arthur Beardsley Jr.
Arthur Beardsley Jr.

Deloris Jean Beardsley
Deloris Jean Beardsley

This instrument was prepared by:

W. L. Shadoan
William L. Shadoan
Attorney at Law
Ballard County Court House
Wickliffe, Kentucky

STATE OF KENTUCKY
SCT
COUNTY OF BALLARD

I, William L. Shadoan, Notary Public, do hereby certify that the foregoing Deed was this day produced to me in this aforesaid state and county by Arthur Beardsley, Jr. and wife, Deloris Jean Beardsley, and acknowledged by them to be their act and deed.

Given under my hand this 6th day of March, 1967. My commission as Notary Public will expire on the 19th day of October, 1970.

(SEAL)

W. L. Shadoan
Notary Public,
Kentucky, State at Large

STATE OF KENTUCKY
SCT
COUNTY OF BALLARD

I, Fannie E. Viets, Clerk of the County Court in and for the county and state aforesaid certify that the foregoing DEED from Arthur Beardsley, Jr. and wife, Deloris Jean Beardsley, was lodged in my office for record on the 6 day of March, 1967, and the same, the foregoing and this certificate have been duly recorded in Deed Book No. 70, Page 460-61 in my office on this the 16 day of March, 1967.

Fannie E. Viets G.B.C.C.

BY: L. Wanda Buchanan D.C.