

CONSENT TO ANNEXATION,  
RELEASE AND RESTRICTIVE COVENANT

THIS CONSENT TO ANNEXATION, RELEASE AND RESTRICTIVE COVENANT made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ 200\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_, whose address is, \_\_\_\_\_ Hopkinsville, Kentucky, 42240 ("Grantors") and the CITY OF HOPKINSVILLE, KENTUCKY ("Grantee") P.O. Box 707, Hopkinsville, KY 42241;

WHEREAS, Grantors have requested Grantee to provide municipal services and/or water sewer services, as they become available, to Grantors' property located at (the "Property"), more specifically described below, into the City of Hopkinsville, Kentucky;

WHEREAS, in consideration of the Grantee's providing of future municipal services and/or water sewer services to the Property, Grantors have requested Grantee to annex the Property;

WHEREAS, in further consideration of the Grantee's providing future municipal services and/or water sewer services to the Property, Grantors acknowledge that the Property may not be assigned a zoning designation in accordance with Grantors' wishes, and Grantors release Grantee from any liability associated with the annexation and zoning of the Property.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Grantors hereby request and consent to annexation of the Property into the City of Hopkinsville, Kentucky pursuant to KRS 81A.412. Grantors shall be prohibited from opposing said annexation. In the event Grantors execute a remonstrance petition opposing said annexation, their signatures shall be deemed invalid and of no effect pursuant to KRS 81A.420.
2. Grantors hereby release the City of Hopkinsville ("Grantee"), the Hopkinsville-Christian County Planning Commission, Hopkinsville Water Environment Authority, and their respective agents, officers, employees and representatives, from any and all claims arising out of or related in any way to the annexation and zoning of the Property.

3. The Property is more particularly described as follows:
  
4. Grantors shall not transfer the Property or any portion thereof without first notifying Grantee in writing and advising the proposed transferee of the terms hereof. Grantors shall not transfer the Property or any portion thereof until their transferee executes a similar document which releases the above released parties from any and all liability arising out of the annexation and zoning of the Property.
5. This Consent to Annexation, Release and Restrictive Covenant shall be perpetual and shall run with the Property, and shall be binding upon Grantors, and their heirs and assigns.
6. Grantors certify that the Property is not a part of an agricultural district established pursuant to KRS 262.850 and that the Property will not be included hereafter in an agricultural district. In the event Grantors execute a petition to include the Property in an agricultural district, their signatures shall be deemed invalid and of no effect, and the Property shall not be included in the agricultural district.
7. In the event that the Property is in an agricultural district, this document "Consent to Annexation, Release and Restrictive Covenant" will serve as written authorization to decertify and/or remove the Property as described herein from any agricultural district established by KRS 262.850, latest revisions. At the Grantee's request, the Grantor shall provide a letter requesting decertification of said agricultural district.
8. Grantors hereby certify that the Consent to Annexation, Release and Restrictive Covenant form will also serve as their intent to annex property which may not be fully described or outlined in the property description found in subsection 3 of this form. The Grantors further certify and agree that the signing of a Consent to Annexation, Release and Restrictive Covenant form without a specific description does not void nor invalidate the Consent to Annexation, Release and Restrictive Covenant signed by the Grantor but does

provide their intent to sign a subsequent document which specifically outlines through a metes and bounds description of the property to be included in the annexation.

- 9. Any existing non-conforming uses or structures waived from the application of said applicable Ordinances are identified as the following:
  
- 10. Grantors hereby authorize the City of Hopkinsville ("Grantee"), the Hopkinsville-Christian County Planning Commission, Hopkinsville Water Environment Authority, their employees, officers, agents and representatives the right of entry onto the property described in Subsection 3 above to perform the necessary task and functions to accomplish the annexation, i.e., field survey work.
- 11. Grantors hereby acknowledge that they are in receipt of a copy of Title 15 of the Hopkinsville Code of Ordinances, entitled "Land Usage".
- 12. Prior to the Annexation of the property Grantors shall comply with Title 15 of the Hopkinsville Code of Ordinances entitled "Land Usage", and all amendments thereto if the Property is or subsequently becomes a part of Hopkinsville Water Environment Authority's water/sewer service areas.

GRANTORS:

STATE OF KENTUCKY)

SCT.

CHRISTIAN COUNTY)

Subscribed and sworn to before me by \_\_\_\_\_, this \_\_\_\_\_ Day of \_\_\_\_\_ 200\_\_\_\_.

My Commission expires:

NOTARY PUBLIC

(SEAL)

CITY OF HOPKINSVILLE

STATE OF KENTUCKY)

SCT.

CHRISTIAN COUNTY)

Subscribed and sworn to before me by  
and \_\_\_\_\_, this \_\_\_\_\_ Day of \_\_\_\_\_ 200\_\_\_\_\_.

My Commission expires:

(SEAL)

NOTARY PUBLIC

This instrument prepared by  
T. Mark Withers, II  
CAO/City Clerk  
101 N. Main Street  
Hopkinsville, KY 42240