

ORDINANCE NO. 89-18 *Munsell*

AN ORDINANCE CONFIRMING ANNEXATION OF UNINCORPORATED TERRITORY ADJOINING THE CITY OF MT. WASHINGTON, BULLITT COUNTY, KENTUCKY.

BE IT ORDAINED by the City Council of the City of Mt. Washington, Bullitt County, Kentucky, as follows:

SECTION 1: The City Council of the City of Mt. Washington, Bullitt County, Kentucky, does hereby ordain that it confirms the annexation of certain unincorporated territory to the City of Mt. Washington, Bullitt County, Kentucky, as such territory shall become a part of the City for all purposes under the laws of the Commonwealth of Kentucky; and further, such territory annexed is described as follows:

BEGINNING at an Iron pipe at the North East corner of Meadowview Court as shown in Plat Book 2, Page 102, Bullitt County; thence with the Northern line of Meadowview Court and the lots facing Meadowview Drive, S. 54 deg. 00 min W. 1088.0 ft. to a post, and S. 54 deg. 50 min W. 230.0 ft. to a post in the Eastern Right of way line of U.S. #31-E. thence with the Eastern line of U.S. #31-E, N. 18 deg. 45 min W. 338.1 ft. to the South West corner of a concrete column in the Eastern Right of Way line of U.S. #31-E at the South West Corner of the Athol Lee Taylor tract; thence with same, N. 71 deg. 00 min E. 219.8 ft. to a post, thence N. 41 deg. 50 min E. 73.4 ft. to a post, thence N. 19 deg. 20 min W. 178.0 ft. to a post corner to the Athol Lee Taylor tract and the Billy and Bonnie Breeden tract; thence with the Eastern Line of same, N. 23 deg. 45 min W. 149.5 ft. to an iron pipe at the North East corner of the Breeden tract in the South East line of Larry Subdivision #1. Thence with same, N. 57 deg. 45 min E. 749.0 ft. to a post corner Larry Subdivision Numbers 1 and 2; thence with Larry Subdivision #2 and the remaining lands of Martin, N. 45 deg. 45 min E. 1706.5 ft. to a 30 inch Oak on Ledge above a hollow corner to Martin, Wigginton, and the tract of Susie Long Swearingen inherited from her father, W. O. Swearingen; thence with the Southern lines of same, crossing the hollow N. 87 deg. 00 min E. 60.0 ft. to a Beech Snag East of the hollow, thence S. 83 deg. 30 min E. 349.0 ft. to a 6 inch Cedar, thence N. 87 deg. 45 min E. 53.0 ft. to a 14 inch Cedar, thence N. 89 deg. 00 min E. 171.0 ft. to a 6 inch Cedar, thence S. 86 deg. 45 min E. 113.8 ft. to a 14 inch Cedar, thence S. 89 deg. 15 min E. 135.8 ft. to a post in line of the Swearingen to Taylor tract at the North West

RECEIVED AND FILED

DATE *February 1, 2016*

ALISON LUNDERGAN GRIVER

SECRETARY OF STATE

COMMONWEALTH OF KENTUCKY
BY *Handwritten Signature*

corner of Evans Lane extended; thence with the Western right of way line of Evans Lane extended, S. 11 deg. 30 min W. 330.5 ft. to a post, thence S. 14 deg. 50 min W. 646.8 ft. to a steel post near a culvert, thence S. 16 deg. 10 min W. 527.8 ft. to a post, thence S 17 deg. 30 min W. 309.5 ft. to a post, thence S. 22 deg. 00 min W. 118.4 ft. to a braced post, thence S. 32 deg. 15 min W. 213.0 ft. to a 10 inch Hackberry in the North Western line of Evans Lane corner to the 10 ft. strip reserved for additional right of way. Thence crossing same, running with the North East line of Sun Valley Subdivision Section #1, N. 46 deg. 10 min W. (passing an iron pin at the Eastern corner of lot #1 at 10 ft.) 1018.0 ft. to an iron pin, thence S. 43 deg. 50 min W, 160.0 ft. to an iron pipe at North East corner of Valley Drive, thence crossing North West End of Valley Drive, S. 57 deg. 25 min W. 51.6 ft. to an iron pipe at the North West corner of Valley Drive, thence S. 55 deg. 35 min W. 163.37 ft. to an iron pipe at the Western corner of Sun Valley Subdivision Section #1 in the North Eastern line of Meadowview Court; thence with same, N. 46 deg. 10 min W. 66 ft. to the point of beginning, containing 67.37 acres, or more or less.

Being the same property conveyed to Louis S. Sonne, et.al., by Freddie Bleemel, et.al., by deed recorded in Deed Book 158, Page 72, in the office of the Bullitt County Court Clerk.

SECTION II: This Ordinance is enacted pursuant to KRS 81A.400, et.seq.

SECTION III: This Ordinance shall be published according to law.

SECTION IV: Should any section, clause, line, paragraph or part of this Ordinance be held unconstitutional or invalid for any reason, the same shall not affect the remainder of this Ordinance.


RALPH K. LUTES, Mayor

ATTEST:


DARRELL DICKEY, City Clerk

First Reading: 4-10-89

Second Reading: 4-24-89

Alice Ryan Harris
 James Goodman
 Robert Harlow
 Barry Armstrong
 John Carnes
 Ed Hilbert

Votes For

Votes Against

Abstention

✓
 ✓
 ✓
 ✓
 ✓
 ✓

STATE OF KENTUCKY
 COUNTY OF BULLITT
 I, Elizabeth Fick, City Clerk of the City of Mt. Washington, do hereby certify that the foregoing contains a full, true and correct copy of Ord 89-18 as taken from and compared with the original record is in my office at which I am Legal Custodian adopted by the governing authority of said City of Mt. Washington at a meeting duly held on 4/24/89 that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.
 Witness my hand this 27 day of Jan 1986.
Elizabeth Fick
 CITY CLERK CITY OF MT. WASHINGTON

BOOK 158 PAGE 72

Deed

State Tax \$1.00

Clerk's Fee \$3.90

Plat \$1.00

DEED

THIS DEED, between FREDIE BLEEMEL and HELEN BLEEMEL, his wife; BONNIE BREEDEN and CHARLES W. BREEDEN, her husband; and VIRGINIA BLEEMEL, unmarried, First Parties; and LOUIS S. SONNE and MARY L. SONNE, his wife, Second Parties; JAMES W. DAVIS and BARBARA DAVIS, his wife, Third Parties; CLARK F. JAMES, JR. and LEE D. JAMES, his wife, Fourth Parties; CORDIS M. WINSTEAD and JUDY WINSTEAD, his wife, Fifth Parties; HUGH H. WOOD and DORIS M. WOOD, his wife, Sixth Parties; and ROGER D. SALOT and ANGELA A. SALOT, his wife, Seventh Parties; 1604 Sylvan Way, Louisville, Kentucky 40205.

(The consideration for this conveyance is \$188,636.00)

WITNESSETH

For a valuable consideration paid, the receipt of which is hereby acknowledged, and for the further consideration of the sum of One Hundred Thirty-three Thousand Nine Hundred Thirty-one Dollars

and Fifty-six Cents (\$133,931.56), for which the Second, Third, Fourth,

Fifth, Sixth, and Seventh Parties have executed three promissory notes of even date, one note in the sum of Sixty-six Thousand Nine Hundred

Sixty-five Dollars and Eighty Cents (\$66,965.80) to the order of Fredie

Bleemel, P. O. Box 1, Mt. Washington, Kentucky 40047, on or before

four years after date; another note in the sum of Thirty-three Thousand

Four Hundred Eighty-two Dollars and Eighty-eight Cents (\$33,482.88)

to the order of Virginia Bleemel, P. O. Box 1, Mt. Washington, Kentucky

40047, on or before four years after date; and another note in the sum of

SELLING PRICE \$188,636.00
188,636.00
188,636.00

DEED TAX

Thirty-three Thousand Four Hundred Eighty-two Dollars and Eighty-eight Cents (\$33,482.88) to the order of Bonnie Breeden, P. O. Box 1, Mt.

Washington, Kentucky 40047, on or before four years after date, to

secure the payment of such notes and the interest due thereon, a vendors'

lien is hereby retained on the property herein conveyed together with all

rents, issues, and profits thereon, the First Parties hereby convey with

covenant of General Warranty unto the Second Parties, during their joint

lives with remainder in fee simple to the survivor of them, an undivided

one-half interest in and to the following described property, unto the

Third Parties, during their joint lives with remainder in fee simple to

the survivor of them, an undivided one-fourth interest in and to the

following described property, unto the Fourth Parties, during their

joint lives with remainder in fee simple to the survivor of them, an un-

divided one-sixteenth interest in and to the following described property,

unto the Fifth Parties, during their joint lives with remainder in fee simple

to the survivor of them, an undivided one-sixteenth interest in and to the

following described property, unto the Sixth Parties, during their joint

lives with remainder in fee simple to the survivor of them, an undivided

one-sixteenth interest in and to the following described property, and

unto the Seventh Parties, during their joint lives with remainder in fee

simple to the survivor of them, an undivided one-sixteenth interest in

and to the following described property: the property conveyed being

situated in Bullitt County, Kentucky, at Mt. Washington, on the East side

of U. S. 31-E, and on the Northwest side of Evans Lane, and more particu-

larly described as follows:

BOOK 158 - PAGE 73

ALL MENTIONED HEREIN IS HEREBY RECORDED

THIS 19 day of June 1976

Charles R. Bloomer

Personal Counsel Bonnie Breeden

Wm. Massing

Clerk of Bullitt County Court

BEGINNING at an iron pipe at the North East corner of Meadowview Court as shown in Plat Book 2, Page 102, Bullitt County; thence with the Northern line of Meadowview Court and the lots facing Meadowview Drive, S. 54 deg. 00 min W. 1035.0 ft. to a post, and S. 54 deg. 50 min W. 230.0 ft. to a post in the Western Right of Way line of U.S. # 31-E. Thence with the Western line of U.S. # 31-E, N. 48 deg. 45 min W. 338.1 ft. to the South West corner of a concrete column in the Eastern Right of Way line of U.S. # 31-E at the South West Corner of the Athol Lee Taylor tract; thence with same, N. 71 deg. 00 min E. 219.8 ft. to a post, thence N. 41 deg. 50 min E. 73.4 ft. to a post, thence N. 19 deg. 20 min W. 178.0 ft. to a post corner to the Athol Lee Taylor tract and the Billy and Bonnie Breeden tract; thence with the Eastern Line of same, N. 23 deg. 45 min W. 149.5 ft. to an iron pipe at the North East corner of the Breeden tract in the South East line of Larry Subdivision #1. Thence with same, N. 57 deg. 45 min E. 749.0 ft. to a post corner Larry Subdivision Numbers 1 and 2; thence with Larry Subdivision #2 and the remaining lands of Martin, W. 45 deg. 45 min E. 1700.5 ft. to a 10 inch Oak on ledge above a hollow corner to Martin; thence N. 89 deg. 00 min E. 171.0 ft. to a post corner of her father, W. O. Swearingen; thence with the Southern lines of same, crossing the hollow N. 87 deg. 00 min E. 60.0 ft. to a Beech snag East of the hollow, thence S. 83 deg. 30 min E. 349.0 ft. to a 6 inch Cedar, thence N. 87 deg. 45 min E. 53.0 ft. to a 14 inch Cedar, thence N. 89 deg. 45 min E. 113.8 ft. to a 6 inch Cedar, thence S. 86 deg. 15 min E. 135.8 ft. to a 14 inch Cedar, thence S. 89 deg. 15 min E. 135.8 ft. to a post in line of the Swearingen to Taylor tract at the North West corner of Evans Lane extended; thence with the Western right of way line of Evans Lane extended, S. 11 deg. 30 min W. 330.5 ft. to a post near a culvert, thence S. 17 deg. 50 min W. 646.8 ft. to a steel post, thence S. 17 deg. S. 16 deg. 10 min W. 527.8 ft. to a post, thence S. 22 deg. 00 min W. 309.5 ft. to a post, thence S. 32 deg. 15 min W. 118.4 ft. to a braced post, thence S. 32 deg. 15 min W. 213.0 ft. to a 10 inch Hackberry in the North Western line of Evans Lane corner to the 10 ft. strip reserved for additional right of way. Thence crossing same, running with the North East line of Sun Valley Subdivision Section #1, N. 46 deg. 10 min W. (passing an iron pin at the Eastern corner of lot #1 at 10 ft.) 1018.0 ft. to an iron pin, thence S. 43 deg. 50 min W. 160.0 ft. to an iron pipe at North East corner of Valley Drive, thence crossing North West End of Valley Drive, S. 57 deg. 25 min W. 51.6 ft. to an iron pipe at the North West corner of Valley Drive, thence S. 55 deg. 35 min W. 163.37 ft. to an iron pipe at the Western corner of Sun Valley Subdivision Section #1 in the North Eastern line of Meadowview Court; thence with same, N. 46 deg. 10 min W. 66 ft. to the point of beginning, containing 67.37 acres, or more or less.

BEING part of the same property acquired by
Fredie Bleemel and Leo Bleemel by deed dated
July 5, 1952 and recorded in Deed Book 79,
page 614. The said Leo Bleemel having died in-
testate on the 2nd day of February, 1971.

See Affidavit of Descent dated May 1, 1971, re-
corded in Deed Book 145, page 615, in the Office
of the Clerk of the County Court of Bullitt County,
Kentucky.

As a further consideration, the parties covenant and agree
as follows, until the terms of this conveyance shall have been fully com-
plied with:

1) The Second, Third, Fourth, Fifth, Sixth and Seventh

Parties (hereafter referred to as the "Buyers") shall keep the improvements

if any, on the property conveyed in good condition and repair at all times.

They shall not permit deterioration or waste of the property, and to insure the
improvements and timber in some company or companies approved by

the holders of the notes against loss by fire, windstorm and extended
coverage to the extent of the value of such improvements and timber.

and to cause the policy or policies therefor to be properly assigned or
made payable to, and deposited with, Fredie Bleemel, Virginia Bleemel

and Bonnie Breeden, as collateral security for the payment of all of said
notes. In the event of loss by a casualty insured against, the holders

of said notes may apply the money collected for said insurance to the
payment of said notes and the accrued interest thereon, or to the re-
pairing or rebuilding of the improvements.

2) The Buyers shall pay promptly all taxes, assessments,
special assessments, impositions, and apportionment warrants assessed
or levied against the property, and at the request of any of the holders

of said notes, to exhibit receipts therefor. Should such payment not be

promptly made, then the holders of either or all of the notes may make

such payment which shall then become a part of the debt secured and

shall bear interest at the rate of Seven Percent (7%) per annum.

Clark F. James, Jr.

Clark F. James, Jr.

Lee D. James, his wife

Fourth Parties

Cordis M. Winstead

Cordis M. Winstead

Judy Winstead, his wife

Fifth Parties

Hugh A. Wood

Hugh A. Wood

Doris M. Wood, his wife

Sixth Parties

Roger D. Salot

Roger D. Salot

Angela A. Salot, his wife

Seventh Parties

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS

The foregoing instrument was acknowledged before me

this 14 day of June, 1972, by Freddie Bleemel, Helen Bleemel, his

wife: Bonnie Breeden, Charles W. Breeden, her husband, and Virginia

Bleemel, unmarried.

My commission expires January 18, 1974

Notary Public

Notary Public, Jefferson County, Ky

3) Should all or any portion of the property be taken for public use under the power of eminent domain, the holder of any or all of the notes may require the Buyers to apply all compensation received to the unpaid balance due on each note.

4) Should the Buyers fail to pay, when due, any installment due on any of the notes; or to pay all taxes, assessments, or insurance premiums when due; or to observe or perform any other covenants, stipulations, or terms of this conveyance; and should such default continue for a period of thirty days; then in any of said events, the holder or holders of any or all of said notes may declare the entire indebtedness herein secured as at once due and may proceed to collect the same and to enforce the lien created herein.

5) Upon demand by the buyers, the first parties shall release from the lien retained in this conveyance, any portion of the property presently, or hereafter, zoned for commercial use, provided that at least one-half (1/2) of the net proceeds of sale of such commercially zoned property shall be distributed to the holders of the notes and applied pro rata to the respective unpaid balance due on each note.

6) Upon demand by the Buyers, the First Parties shall release from the lien retained in this conveyance any portion of the property zoned and used for apartment use, upon the payment to the holders of the notes of an amount equal to \$5,600 per acre of property released, which amount shall be applied pro rata, and without penalty, to the respective unpaid balance due on each note.

7) Upon demand by the Buyers, the First Parties shall release from the lien retained in this conveyance, any portion of the property zoned, and to be developed, for single family use, upon the

payment to the holders of the notes of an amount equal to \$2,800.00 per acre of property released, which amount shall be applied pro-rata and without penalty, to the respective unpaid balance due on each note.

All such property shall be released, upon demand by the Buyers, in no less than ten (10) acre tracts.

First Parties further covenant that they are lawfully seized of the estate hereby conveyed, have full right and power to convey the same, and that said estate is free from all encumbrances except State and County taxes for the year of 1972, City of Mt. Washington taxes for the year of

1972, and all taxes thereafter, which the Buyers assume and agree to pay.

PROVIDED, HOWEVER, this conveyance is made subject to any restrictions, easements and stipulations of record, and any imposed by the Planning and Zoning Commission, and further subject to any interest that Athol Lee Taylor may have in a driveway adjacent to this property.

WHEREFORE, Witness the signatures of all of the parties on this 24 day of June, 1972.

Freddie Bleemel

Helen Bleemel, his wife

Bonnie Breeden

Charles W. Breeden, her husband

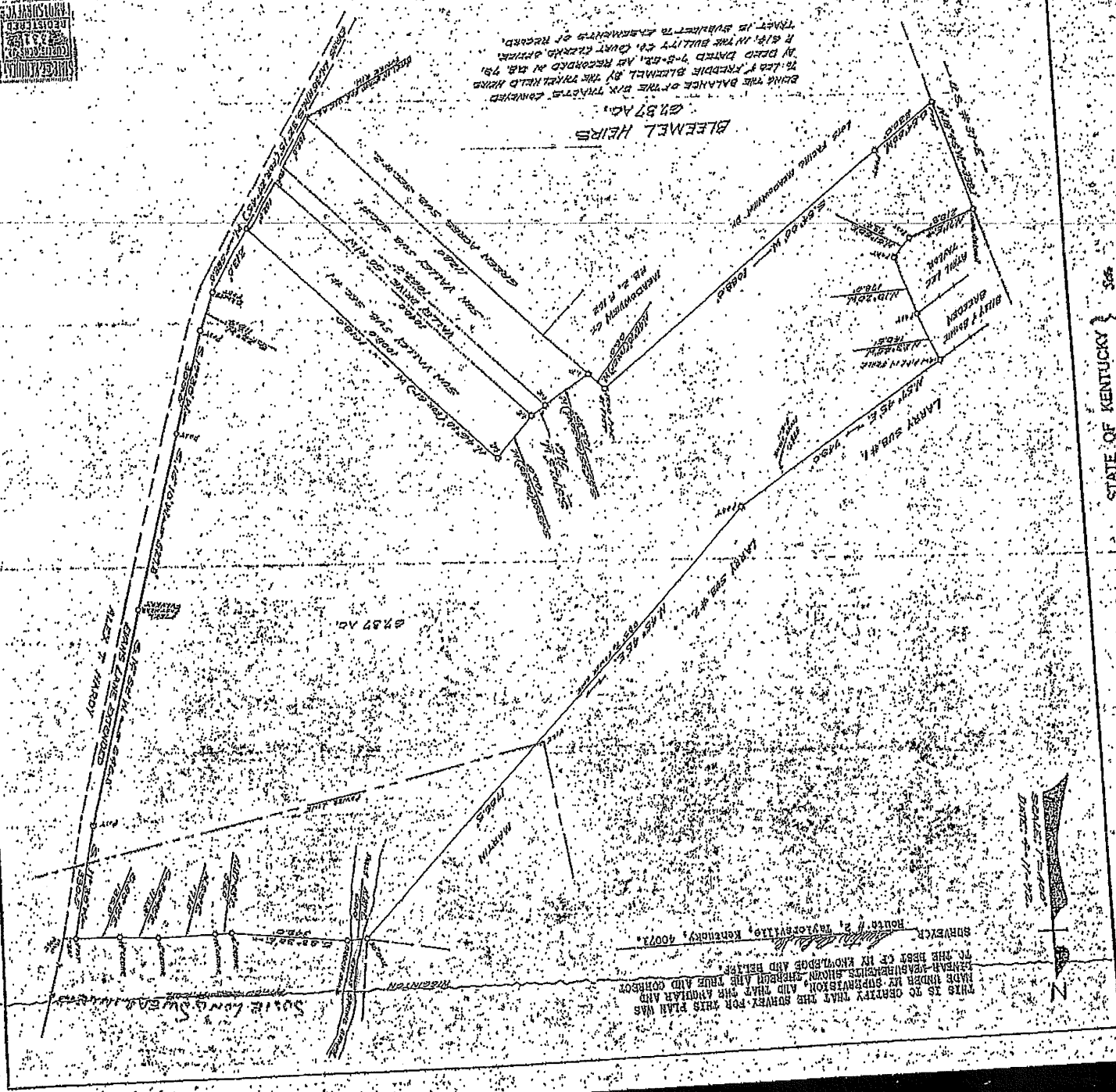
Virginia Bleemel, unmarried
First Parties

Louis S. Some

Mary L. Some, his wife
Second Parties

James W. Davis

Barbara Davis, his wife
Third Parties



STATE OF KENTUCKY }
COUNTY OF BULLITT }

I, L. L. COOK, Clerk of the Bullitt County Court for the County and State of Kentucky, do hereby certify that on 22 day of Dec, 1922, at 11:30 o'clock, A.M., I was produced to me in my said office and lodged for record.

Whereupon I have duly recorded the same in my office. 19 day of Dec, 1922.
Witness my hand this 22 day of Dec, 1922. Clerk

By L. L. Cook D. C.