

ORDINANCE NUMBER 2008-15 §
AN ORDINANCE ANNEXING TERRITORY LOCATED ADJACENT TO THE
CITY OF WHITESBURG, KENTUCKY

WHEREAS, the territory annexed, is known as the LETCHER COUNTY CENTRAL HIGH SCHOOL property whose border is contiguous to the City of Whitesburg; and,

WHEREAS, Letcher County Board of Education, entered into a consent agreement for the annexation of LETCHER COUNTY CENTRAL HIGH SCHOOL, on July 29, 2008; and,

WHEREAS, pursuant to KRS 81A.412, the City is not required to enact an intent to annex ordinance, to give notice or to wait sixty days for an enacting ordinance of annexation; and,

WHEREAS, the City of Whitesburg has not otherwise been challenged in a court of law in the proceeding to annex the hereinafter described territory.

NOW THEREFORE, BE IT ORDAINED by the City Council of the city of Whitesburg as follows:

1. The territory described below, a description of which is attached to this ordinance as "Exhibit A" the same as if copied at length herein, is hereby annexed by the City of Whitesburg.
2. All prior orders or ordinances or parts of any municipal orders or ordinances in conflict here with are hereby repealed.
3. This ordinance shall become effective from and after its passage and publication as required by KRS 81A.060 and KRS Chapter 424.

Dated this 12th Day of August, 2008.

First Reading August 12, 2008

Second Reading August 14, 2008

Published August 20, 2008

Garrett R. Dixon
City Clerk

John H. Gray
Mayor

RECEIVED AND FILED
DATE Sept. 22, 2008

TREY GRAYSON
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY Gandie Adkins

"Exhibit A"
DESCRIPTION OF
ANNEXATION ORDINANCE 2008-8
FOR
THE CITY OF WHITESBURG

Situated in the Commonwealth of the Kentucky, in the County of Letcher on the waters of The North Fork of The Kentucky River and more particularly described with all bearings and distances referenced to the magnetic meridian of the 1983 Kentucky South Coordinate System. All Iron Pins set, mentioned in this description are a minimum of 24 inches in length and 1/2 inches in diameter with a plastic cap stamped LS # 3144.

Beginning along a common line of Ordinance # 347 and at a point in the Eastern edge of the U.S. 119 Highway right-of-way at 80.00 feet right of highway center line station 50+40.00 as called for in a deed to The Letcher county Board of Education in (DB 361, PG 161), having a Northing of 1,940,037.19 and a Easting of 2,502,705.49 based on the 1983 Kentucky South Coordinate System;

Thence N 28°25'32" E a distance of 135.89' continuing with the edge of the highway right of way to a point 160.00' feet right of highway center line station 51+49.85, a common line to The Letcher County Board of Education In (DB 360, PG 775);

Thence N 12°02'17" W a distance of 166.97' continuing with said line to a point 147.19 feet right of highway center line station 53+16.33;

Thence N 11°59'33" W a distance of 209.13' to a point in the edge of said right-of way, a common corner to James Sturgill (DB 331, PG 294), said corner called for in a deed to The Letcher County Board of Education in (DB 360, PG 757);

Thence N 81°02'43" E a distance of 172.99' leaving said right-of-way to a point, running with said Sturgill line to a common corner formerly to Samuel Caudill, said corner called for in a deed to The Letcher County Board of Education in (DB 360,PG 775);

Thence N 65°06'03" E a distance of 92.00' continuing with said Sturgill line as called for in a deed to the Letcher County Board of Education (DB 360, PG 775);

Thence S 69°31'44" E a distance of 135.55' with the Board of Education line;

Thence N 79°46'20" E a distance of 92.06';

Thence S 54°39'10" E a distance of 109.95' to a point, a common corner formerly to Warren Howard and James Sturgill as called for in a deed to The Letcher County Board of Education in Deed Book 360, Page 775;

Thence S 88°12'38" E a distance of 521.57' continuing with said Warren line to a point as called for in a deed to the Letcher County Board of Education in (DB 362, PG 389), being a common corner formerly to Ralph Bates Jr. as called for in said deed;

Thence N 35°41'01" E a distance of 257.98' continuing with said Bates line as called for in Deed Book 360, Page 763 up the point to a 18 inch Black Oak;

Thence N 31°23'17" E a distance of 220.18' to a 8 inch Hickory;

Thence N 16°11'28" E a distance of 179.90' to a top of ridge;

Thence S 87°17'38" E a distance of 104.23' to a 6 inch Black Oak;

Thence N 73°45'29" E a distance of 223.38' to a stake;

Thence N 89°34'00" E a distance of 300.64' to a 28 inch Black Oak;

Thence S 61°08'29" E a distance of 103.19' to a 12 inch White Oak;

Thence S 51°49'46" E a distance of 262.57' to a 12 inch Sycamore;

Thence S 00°07'15" E a distance of 167.72' to a 36 inch Red Oak;

Thence S 00°30'50" E a distance of 153.66' to a stake;

Thence S 12°19'38" E a distance of 519.70' to a 32 inch Black Oak;

Thence S 23°15'07" W a distance of 381.54' to a small knob;

Thence S 07°32'31" W a distance of 286.04' to a 36 inch White Oak;

Thence S 33°53'36" W a distance of 345.20' to a 34 inch White Oak;

Thence S 62°29'37" W a distance of 336.97' to a stake in small gap;

Thence S 48°44'49" W a distance of 355.25' to a stake on center of ridge;

Thence S 77°02'09" W a distance of 254.92' to a center of knob;

Thence N 45°34'46" W a distance of 175.23' to a center of ridge;

Thence S 83°48'42" W a distance of 43.92' to a 8 inch Walnut;

Thence N 86°02'50" W a distance of 217.43' to a 20 inch Black Oak;

Thence S 79°46'09" W a distance of 183.66' to a center of ridge;

Thence N 61°34'31" W a distance of 388.44' leaving the ridge, running down the hill to a stake;

Thence N 61°34'31" W a distance of 388.44' to a point 108.96 feet right of highway center line station 42+16.04;

Thence N 29°10'23" E a distance of 99.91' to a point 120.00 right of center line station 43+00.00

Thence N 06°42'13" E a distance of 384.53' continuing with the highway right of way;

Thence N 08°46'56" W a distance of 55.14' to a point 93.28 feet right of highway center line station 46+99.89;

Thence N 88°31'28" E a distance of 126.60' leaving the edge of the highway right of way running with property formerly conveyed to Mae Amburgey, and the Mae Amburgey Subdivision as recorded in Plat Book 2, Page 35 (now The Letcher County Board of Education in Deed Book 361, Page 161, (NOTE TO THE READER), any monuments called for in Ordinance # 315 or called for in Plat Book 2, Page 35 have been destroyed due to

WAIVER, AGREEMENT AND CONSENT TO ANNEXATION

THIS is an Waiver, Agreement and Consent to Annexation between the **Letcher County Board of Education**, a body politic, (hereinafter the "Property Owner") and the **City of Whitesburg**, a Fourth Class City, (hereinafter the "City") entered into this 29th day of July, 2008.

PREAMBLE

Both parties to this Agreement understand as follows:

1. The City has expressed an interest in annexing the property of the Property Owner (hereinafter the "Consent Area") to include it within the corporate limits of the City of Whitesburg.
2. Further, the City has determined it is not in the best interest of the City to presently provide full fire and police protection to the Property Owner at the Consent Area unless the Consent Area can be brought within the corporate limits of the City of Whitesburg.

WHEREFORE, the parties to this Agreement agree as follows:

1. The City of Whitesburg agrees to provide fire and police protection in addition to the water and sewer service it presently provides to the Property Owner at the Consent Area, which is more particularly described in the document attached hereto, made a part hereof and incorporated herein as if fully set out at length, and marked as "Exhibit A".
2. Property Owner agrees that in consideration of the City's promise to provide fire and police protection in addition to those services already


being furnished, it will not protest, oppose, or petition against the City's annexation of the real property described as the Consent Area; and further covenants and agrees it will not sue the City of Whitesburg, or any of its officers, agents, employees or representatives, or prosecute any action to which the City of Whitesburg or any of its officers, agents, employees or representatives is a party, for or on account of the annexation of the Consent Area, and that it hereby waives its private right to assert its rights under KRS 81A or any other legal requirement for annexation.

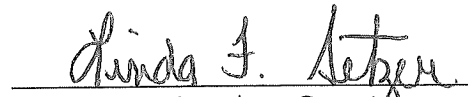
3. It is further understood and agreed by Property Owner that a material part of the City's agreement stated herein to provide police and fire protection in addition to those services already furnished to Consent Area is Property Owner's promise not to protest or oppose in any way, the City's annexation of the Consent Area. Further, by this Agreement, Property Owner affirms that it has determined that it desires to forfeit its private right to protest the annexation for receipt of services described herein. Property Owner further represents and warrants that it is the only fee simple owner of the real property referred to as the Consent Area.
4. It is further understood and agreed that this Waiver, Agreement and Consent to Annexation is a covenant running with the herein described property and is binding upon all successors and assigns of Property Owner.

IN WITNESS WHEREOF, the parties, acting by and through their duly authorized representatives have executed this Waiver, Agreement and Consent to Annexation.

LETCHER COUNTY BOARD OF EDUCATION


ATTEST:



Chairman, Letcher County
Board of Education


Secretary, Letcher County
Board of Education

CITY OF WHITESBURG

ATTEST:

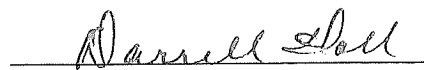

James W. Craft, Mayor
City Of Whitesburg


Garnett Sexton, City Clerk

**COMMONWEALTH OF KENTUCKY
COUNTY OF LETCHER**

I hereby certify that on this 28 day of July, 2008, before me personally appeared William Smith, to me known to be the person described in and who executed the foregoing instrument in his capacity as Chairman of the Letcher County Board of Education, and Linda J. Setzer who executed this instrument in her capacity as Secretary of the Letcher County Board of Education, as such for the uses and purposes therein mentioned, and said instrument is the act and deed of said persons.

My Commission Expires: October 28 2009


Notary Public

**COMMONWEALTH OF KENTUCKY
COUNTY OF LETCHER**

I hereby certify that on this 29th day of July, 2008, before me personally appeared James W. Craft, to me known to be the person described in and who executed the foregoing instrument in his capacity as Mayor of the City of Whitesburg, and Garnett Sexton, who executed this instrument in her capacity as Clerk of the City of Whitesburg, as such for the uses and purposes therein mentioned, and said instrument is the act and deed of said persons.

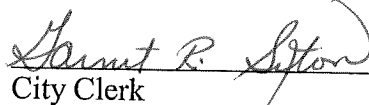
My Commission Expires: 1-10-2011

Sandra Hammock
Notary Public

CERTIFICATION

I, Garnet R. Sexton, Clerk of the City of Whitesburg do hereby certify that, the above Ordinance 2008-8 is a true and correct copy as was presented to the City Council of the City of Whitesburg for a first reading at their regular schedule meeting dated August 12, 2008 and a special called meeting dated August 14, 2008 for the second reading of said Ordinance.

Given under my hand this 14th day of August, 2008.


City Clerk

(SEAL)

OVERSIZE MAP INCLUDED WITH
SUBMISSION.

To research the map, contact the
Office of Secretary of State
or the County Clerk.