

ORDINANCE NUMBER 2008-14 *lp*
**AN ORDINANCE ANNEXING TERRITORY LOCATED ADJACENT TO THE
CITY OF WHITESBURG, KENTUCKY**

WHEREAS, the street or territory annexed, is known as the SINGING WATERS property whose border is contiguous to the City of Whitesburg; and,

WHEREAS, Childers Oil Company, Inc. by and through it's President, Don Childers, entered into a consent agreement for the annexation of the SINGING WATERS property on August 8, 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:

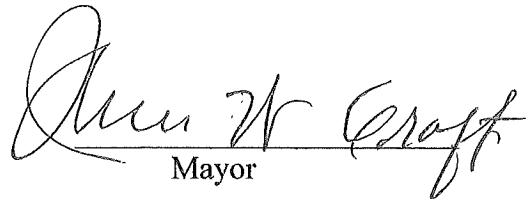
1. The territory described below, a description of which is attached to this ordinance as "Exhibit A" the same as if copied at length herein, is hereby annexed by the City of Whitesburg.
2. All prior orders or ordinances or parts of any municipal orders or ordinances in conflict here with are hereby repealed.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 12 Day of August, 2008.

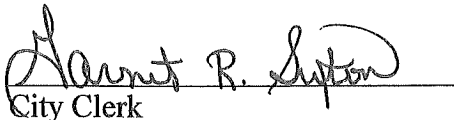
First Reading August 12, 2008

Second Reading August 14, 2008

Published August 20, 2008



Mayor



City Clerk

RECEIVED AND FILED
DATE Sept. 27, 2008

TREY GRAYSON
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY Handie Adkins

Thence S 60°23'39" W a distance of 180.81' down the center of said point;

Thence S 70°28'07" W a distance of 232.33' to the center of point;

Thence S 78°44'56" W a distance of 113.96' to a point in the center of Perk Creek;

Thence N 71°00'02" W a distance of 202.52' which is the point of beginning, having an area of 3.88 acres according to a survey by Richard W. Hall in March and April of 2008.

Being a part of or the same land conveyed to Childers Oil Company in Deed Book 366, Page 211 and Deed Book 344, Page 351 both of which are found recorded in the Letcher County Clerks Office.

<i>Richard Hall</i>	<i>3144</i>	<i>7-5-2008</i>
Surveyor	RLS	Date



WAIVER, AGREEMENT AND CONSENT TO ANNEXATION

THIS is an Waiver, Agreement and Consent to Annexation between **Childers Oil Company, Inc.**, 729 Jenkins Road, Whitesburg, Kentucky, a Kentucky Corporation, (hereinafter the "Property Owner") and the **City of Whitesburg**, a Fourth Class City, (hereinafter the "City") entered into this 8th day of August, 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, police protection, sewer and water services 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, police and sewer connection in addition to the water 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 it 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, police protection and sewer services when allowed to do so by the Commonwealth of Kentucky, 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 and a sewer connection when permitted to do so by the Commonwealth of Kentucky 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 that annexation in exchange 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.

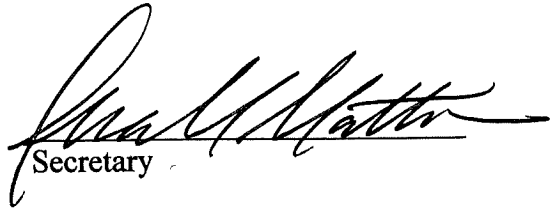
IN WITNESS WHEREOF, the parties, acting by and through their duly authorized representatives have executed this Waiver, Agreement and Consent to Annexation.

CHILDERS OIL COMPANY



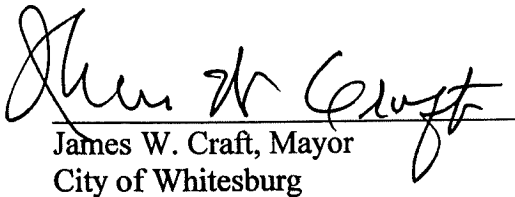
President

ATTEST:



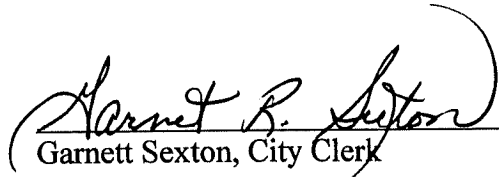
Secretary

CITY OF WHITESBURG



James W. Craft, Mayor
City of Whitesburg

ATTEST:

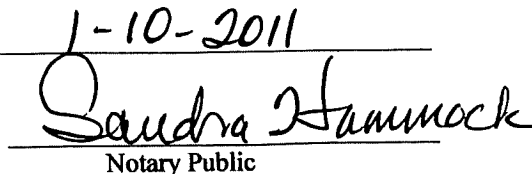


Garnett Sexton, City Clerk

**COMMONWEALTH OF KENTUCKY
COUNTY OF LETCHER**

I hereby certify that on this 8th day of August, 2008, before me personally appeared Don Childers, to me known to be the person described in and who executed the foregoing instrument in his capacity as President of Childers Oil Company, Inc., and Michelle C. Matthews, who executed this instrument in her capacity as Secretary of the said Childers Oil Company, Inc., as such for the uses and purposes therein mentioned, and said instrument is the act and deed of said persons and for and on behalf of the aforesaid corporation.

My Commission Expires:

1-10-2011


Sandra Hammock
Notary Public

**COMMONWEALTH OF KENTUCKY
COUNTY OF LETCHER**

I hereby certify that on this 9th day of August, 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

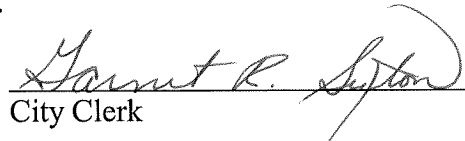
Sandra Hammock

Notary Public

CERTIFICATION

I, Garnet R. Sexton, Clerk of the City of Whitesburg do hereby certify that, the above Ordinance 2008-6 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.