

CITY OF GEORGETOWN
ORDINANCE NO. 2019-004

AN ORDINANCE ANNEXING INTO THE CITY OF GEORGETOWN CERTAIN REAL PROPERTY CONTAINING 24.8079 ACRES LOCATED AT OR AROUND THE INTERSECTION OF MCCLELLAND CIRCLE AND THE US HIGHWAY 62 BYPASS IN SCOTT COUNTY, KENTUCKY.

SUMMARY

1. Annexes into Georgetown city limits, by written consent of the property owners in accordance with KRS 81A.412, 24.8079 acres of property located at or around the intersection of McClelland Circle and the US Highway 62 Bypass in Scott County, Kentucky.
2. Provides for an effective date upon passage and publication.

PUBLICLY INTRODUCED AND READ FIRST TIME: January 28, 2019

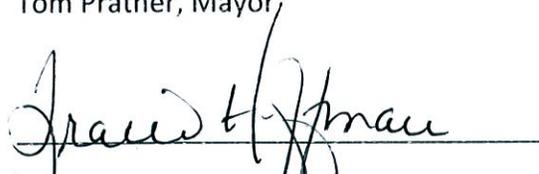
PUBLICLY READ SECOND TIME AND PASSED: February 25, 2019

APPROVED:



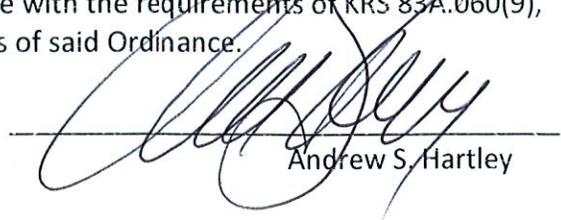
Tom Prather, Mayor

ATTEST:



Tracie Hoffman, City Clerk

I, Andrew S. Hartley, hereby certify I am an Attorney licensed to practice law in the Commonwealth of Kentucky. My office is located at 100 North Court Street, Georgetown, Kentucky 40324. I further certify the foregoing Summary of Ordinance 19-004 of the City of Georgetown, Kentucky, was prepared in accordance with the requirements of KRS 83A.060(9), and is a true and accurate summary of the contents of said Ordinance.



Andrew S. Hartley

CITY OF GEORGETOWN

ORDINANCE NO. 19-004

AN ORDINANCE ANNEXING INTO THE CITY OF GEORGETOWN CERTAIN REAL PROPERTY CONTAINING 24.8079 ACRES LOCATED AT OR AROUND THE INTERSECTION OF MCCLELLAND CIRCLE AND THE US HIGHWAY 62 BYPASS IN SCOTT COUNTY, KENTUCKY.

SPONSOR: Connie Tackett

WHEREAS, Richard Rawdon, with an address of 847 Duvall Station Road, Georgetown, Kentucky 40324 ("Grantor"), property owner of record of the tract of land to be annexed, has given prior written consent to the annexation of the Property; and

WHEREAS, the Property is contiguous to the existing city limits of the City of Georgetown and is urban in character and suitable for development for urban purposes without unreasonable delay.

NOW, THEREFORE, Be it ordained by the City of Georgetown, Kentucky:

SECTION ONE

Pursuant to KRS 81A.412, the Georgetown City Council hereby annexes the following unincorporated area of Scott County into the City limits of the City of Georgetown:

Being a parcel of land in the city of Georgetown, Scott County, Kentucky lying on the south side of Lemons Mill Road, approximately one half of a mile north of McClelland Circle - US Highway 62 Bypass and being more particularly described as:

BEGINNING at a 5/8" rebar with plastic surveyor's cap (set, PLS 3350) in the southwesterly right-of-way line of said Lemons Mill Road - Kentucky State Highway 1962, said point being the northwest corner of International Crankshaft, Inc. (Deed Book 184, Page 592, being Lot No. 1, Section 1 of Plat Cabinet 8, Slide 281), and said point having Kentucky State Plane Coordinates of N:255,387.74' E:1,555,155.66' (Kentucky North Zone, NAD '83, US Survey Feet); thence with the westerly line said International Crankshaft, Inc., and later, FOSROC, Inc. (Deed Book 147, Page 125, being Lot No. 3-C, Section 1 of Plat Cabinet 8, Slide 281),

South 05°48'39" West a distance of 820.70 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence continuing with the westerly line of said FOSROC, Inc.,

South 06°04'09" West a distance of 452.42 feet to a found ½" rebar, said point being the northwest corner of Leggett & Platt, Incorporated (Deed Book 394, Page 427, being Parcel 1 and Parcel 2 of Plat Cabinet 10, Slide 69); thence with the westerly line of said Leggett & Platt, Incorporated, and then Whitaker Land Company, LTD. (Deed Book 205, Page 777, being Parcel 1 and Parcel 2 of Plat Cabinet 10, Slide 69),

South 05°40'12" West a distance of 1416.70 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350) on the northeasterly right-of-way line of Norfolk-Southern Rail Road, said point being a corner of said Whitaker Land Company, LTD.; thence leaving said Whitaker Land Company, LTD., and with the northeasterly right-of-way line of Norfolk-Southern Rail Road, for four (4) calls:

North 22°36'01" West a distance of 924.53 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence

North 21°47'18" West a distance of 160.18 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence

North 16°23'41" West a distance of 402.36 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence

North 07°17'33" West a distance of 341.48 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350) said point being the southwest corner of Wells Holding Group, LLC (Deed Book 312, Page 569, being Lot 2 of Plat Slide 696); thence leaving said Norfolk-Southern Rail Road and with the line of said Wells Holding Group, LLC, for two (2) calls:

South 86°03'08" East a distance of 374.62 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence

North 07°11'55" East a distance of 299.50 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence continuing with the line of Wells Holding Group, LLC, and then Dorothy Smith and James P. Lewis, II (Deed Book 315, Page 694, being Lot 1 of Plat Slide 696), for two (2) calls:

North 07°06'55" East a distance of 531.87 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence

North 07°11'58" East a distance of 256.45 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350) on the southwesterly right-of-way line of the aforementioned Lemons Mill Road - Kentucky State Highway 1962, said point being the northeast corner of said Dorothy Smith and James P. Lewis, II (Deed Book 315, Page 694); thence leaving said Dorothy Smith and James P. Lewis, II and with the southwesterly right-of-way line of said Lemons Mill Road - Kentucky State Highway 1962, for three (3) calls:

South 70°22'23" East a distance of 77.63 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence

South 88°48'45" East a distance of 79.06 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); thence

South 67°03'04" East a distance of 196.68 feet to a 5/8" rebar with plastic surveyor's cap (set, PLS 3350); which is the Point of Beginning, having an area of 1,080,633.8 square feet or 24.8079 acres.

The bearings and coordinates used above are based on Kentucky State Plane Grid North, Kentucky State Plane North Zone, North American Datum of 1983 (NAD 83). Particularly, the bearings and coordinates are based on a GNSS survey utilizing a Trimble R8 GNSS receiver and the KYTC VRS System.

The description above being based on an actual ground survey of the property conducted under the direct supervision of Kevin Phillips (PLS 3350), of Endris Engineering, 771 Enterprise Drive, Lexington, Kentucky concluding on November 7, 2018.

SECTION TWO

If any section, subsection, sentence, clause or phrase of this ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining portions of this ordinance.

SECTION THREE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

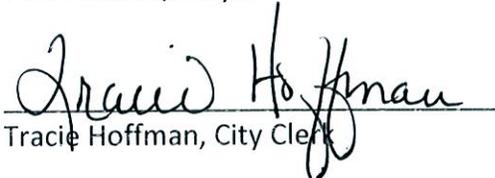
SECTION FOUR

This ordinance shall take effect after its passage and publication according to law.

PUBLICLY INTRODUCED AND READ FIRST TIME: January 28, 2019

PUBLICLY READ SECOND TIME AND PASSED: February 25, 2019

APPROVED: 
Tom Prather, Mayor

ATTEST: 
Tracie Hoffman, City Clerk

CONSENT TO ANNEXATION

THIS CONSENT TO ANNEXATION, made and entered into this ___ day of _____, 20____, by and between Askew Farm, whose address is PO Box 1481 Georgetown Ky 40324 ("Grantor") and the CITY OF GEORGETOWN, KENTUCKY ("Grantee") 100 Court Street, Georgetown, KY 40324;

WHEREAS, Grantor has requested Grantee to provide municipal services and/or water sewer services, as they become available, to Grantor's property located on Lennon Mill Rd ^{Georgetown, Ky} (the "Property"), more specifically described below, into the City of Georgetown, Kentucky; and

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

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

IT IS THEREFORE AGREED AS FOLLOWS:

1. Grantor hereby requests and consents to annexation of the Property into the City of Georgetown, Kentucky pursuant to KRS 81A.412. Grantor shall be prohibited from opposing said annexation. In the event Grantor executes a remonstrance petition opposing said annexation, its signature shall be deemed invalid and of no effect pursuant to KRS 81A.420.
2. Grantor hereby releases the City of Georgetown ("Grantee"), the Georgetown-Scott County Planning Commission, Georgetown Municipal Water and Sewer Service, 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. This Consent to Annexation shall be perpetual and shall run with the Property, and shall be binding upon Grantor, and its heirs and assigns.
5. Grantor certifies 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 Grantor executes a petition to include the Property in an agricultural district, its signature shall be deemed invalid and of no effect, and the Property shall not be included in the agricultural district.
6. In the event that the Property is in an agricultural district, this document "Consent to Annexation" 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.
7. Grantor shall not execute this form unless an accurate and legal description of the property to be annexed is provided in Section 3.
8. Any existing non-conforming uses or structures waived from the application of said applicable Ordinances are identified as the following: _____.
9. Grantor hereby authorizes the City of Georgetown ("Grantee"), the Georgetown-Scott County Planning Commission, Georgetown Municipal Water and Sewer Service, 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.
10. Grantor hereby acknowledges that it is in receipt of a copy of Title 20 of the Georgetown Code of Ordinances, entitled "Zoning and Land Use".
11. Prior to the Annexation of the property, Grantor shall comply with Title 20 of the Georgetown Code of Ordinances entitled "Zoning and Land Use", and all amendments thereto if the Property is or subsequently becomes a part of Georgetown Municipal Water and Sewer Service's water/sewer service areas.

4. This Consent to Annexation shall be perpetual and shall run with the Property, and shall be binding upon Grantor, and its heirs and assigns.

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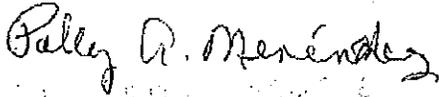
8. Any existing non-conforming uses or structures waived from the application of said applicable Ordinances are identified as the following: _____

9. Grantor hereby authorizes the City of Georgetown ("Grantee"), the Georgetown-Scott County Planning Commission, Georgetown Municipal Water and Sewer Service, 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.

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11. Prior to the Annexation of the property, Grantor shall comply with Title 20 of the Georgetown Code of Ordinances entitled "Zoning and Land Use", and all amendments thereto if the Property is or subsequently becomes a part of Georgetown Municipal Water and Sewer Service's water/sewer service areas.

GRANTOR:



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Mendocino

Subscribed and sworn to (or affirmed) before me on this 23rd
day of January, 2019, by Polly Askew Menendez.

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature Jorge Alan Mateo Reyes

GRANTOR:

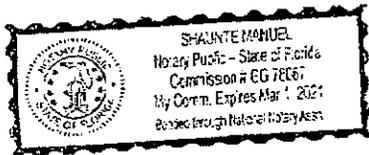
Pam Osborn

Florida
STATE OF KENTUCKY)
Sarasota)
—SCOTT COUNTY)

Subscribed and sworn to before me by Pamela L. Osborne and

_____ , this 22nd day of January, 2019

(SEAL)



Shaunte Manuel
NOTARY PUBLIC
My Commission expires: 3/1/22

