ORDINANCE NO. 96
(Continued from Page Five)

knowledge of the facts, setting forth a copy of the notice of the meeting and a copy of the record of any adjournment thereof, and showing that said notices were duly given as herein provided. Such record shall be signed and verified and filed with the City Clerk and thereupon the proposed modifications, alterations and amendments, as aforesaid, shall become effective, but otherwise shall be null and void.

Section 15. If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision, shall not affect any of the remaining provisions.

Section 16. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

Introduced and adopted on first reading October 24th, 1961.
Adopted and approved October 26th, 1961.
GEO. R. SCOTT, Mayor

Attest:
GEORGE A. WILSON, City Clerk

ORDINANCE NO. 97

AN ORDINANCE authorizing the execution of a contract of agreement with Great Lakes Carbon Corporation of Kentucky.

WHEREAS, by an ordinance adopted concurrently with this ordinance, the City of Florence, Kentucky, authorized its Mayor and City Clerk to execute a Contract of Lease and Rent with Great Lakes Carbon Corporation of Kentucky, which instrument refers to an agreement being entered into contemporaneously therewith with reference to the property referred to in such Contract of Lease and Rent for periods after May 15, 1982, and

WHEREAS, it is deemed advisable and for the best interests of the City that such an agreement be entered into,

NOW, THEREFORE, be is Ordained by the Common Council of the City of Florence, Kentucky, as follows:

Section 1. That the Mayor and City Clerk are hereby authorized and directed to execute for and on behalf of the City a Contract of Agreement with Great Lakes Carbon Corporation of Kentucky in substantially the following form:

CONTRACT OF AGREEMENT

THIS CONTRACT OF AGREEMENT, made and entered into this day of October, 1961, by and between the City of Florence, Boone County, Kentucky, a municipal corporation, party of the first part, hereinafter referred to as the "City" and Great Lakes Carbon Corporation of Kentucky, a corporation organized and existing under and by virtue of the laws of the State of Delaware, with its principal office in the City of Wilmington, Delaware, and which corporation is duly qualified and authorized to engage in business in the Commonwealth of Kentucky, party of the second part, hereinafter referred to as the "Company."

WHEREAS, on the day of entered into a certain Contract of Lease and Rent for certain premises located in Boone County, Kentucky, together with a building, machinery and equipment as specifically set forth in said lease, and

WHEREAS, as a part of the consideration for the Company entering into said lease, the City gives to the Company an option to renew the lease on the expiration of the original nineteen (19) year term for an additional term pursuant to an Agreement entered into contemporaneously with said original Contract of Lease and Rent dated 1961, and

NOW THEREFORE, in consideration of the covenants and undertakings herein expressed, the parties do hereby enter into such contemporaneous agreement as follows:

The City hereby demises and leases to the Company and the Company does hereby rent and hire from the City those certain premises located in the County of Boone and Commonwealth of Kentucky, more particularly described as follows:

SITE DESCRIPTION

Beginning at a point in the center of the Industrial Highway (Ky. State Project No. SP 59-5-1L) at Highway station 79 plus 03.91; said point being a distance of 230.21 feet eastwardly from the intersection of said road and the center line of U. S. Highway 25; thence eastwardly on a 4 degree curve to the right on the centerline of said Industrial Highway a distance of 779.09 feet to a point of tangency (Station 86 plus 82.9); thence S 66 degrees, 46', 30" E along the center line of said highway a distance of 1603.1 feet to a point 14 feet north westwardly from the center line of the C. N. O. & T. P. Railroad's main line. Said point being highway Station 102 plus 86.0; thence S 28 degrees, 25', 30" W along the center line of a proposed side track (said line being northwest from the main track a distance of 14 feet) a distance of 325.27 feet to a point in the intersection of a proposed railroad track leading back into the Industrial Foundation, said point being Station 0 plus 30 on said track; thence with the center line of said track S 35 degrees, 34', 30" W a distance of 167.73 feet to a point of curve (Station 1 plus 97.73); thence with a 12 degree curve to the right a distance of 463.06 feet to a point of compound curve (Station 6 plus 60.9); thence with a 10 degree 14 minute curve to the right a distance of 69.85 feet to a point of tangency (Station 7 plus 30.64); thence N 81 degrees, 42', 30" W a distance of 62.95 feet to a point of curve (Station 7 plus 93.59; thence with a 12 degree curve to the right a distance of 249.31 feet to a point of tangency (Station 10 plus 42.9; thence N 51 degrees, 47', 30" W a distance of 1247.70 feet to a point of curve (Station 22 plus 90.6) thence on a 12 degree curve to the left a distance of 184.60 feet to a point (Station 24 plus 75.20) said point being a perpendicular distance of 230 feet eastwardly from the center line of U. S. Highway 25; thence N 12 degrees, 41', W a distance of 388.62 feet to the place of beginning.

To be deducted from the above tract of land is 50 feet on the southern side of center line of the Industrial Highway from Station 79 plus 03.91 to Station 102 plus 86.0.

Also a distance of 56 feet in a north westwardly direction from the proposed railroad siding for a distance of 254 feet in a south westerly direction from the intersecting point of highway and proposed railroad siding (Railroad Station 0-40 plus or minus), a distance of 36 ft. to the right from Station 0-40 to Station 0 plus 85, a distance of 40 feet to the right from Station 0 plus 85 to 5 plus 85, a distance of 30 feet to the right from Station 5 plus 85 to Station 7 plus 93.59; a distance of 55 feet to the right from Station 7 plus 93.59 to Station 10 plus 42.9 a distance of 45 feet to the right from Station 10 plus 42.9 to Station 13 plus 35; a distance of 30 feet to the right from Station 13 plus 35 to Station 17 plus 35; a distance of 40 feet to the right from Station 17 plus 35 to Station 18 plus 85; a distance of 45 feet to the right from Station 18 plus 85 to 20 plus 85; a distance of 40 feet to the right from station 20 plus 85 to Station 22 plus 90.6; a distance of 35 feet to the right from Station 22 plus 90.6 to Station 25 plus 00 more or less.

Also to be deducted from the above are all utility lines easements occupying the portion of land formerly known as Buffington Road.

Said property after deducting all of the above deductions contains 29.68 acres of land more or less.

including such machinery and equipment as is owned by the City and located on said leased premises.

TO HAVE AND TO HOLD the same for a term of five (5) years beginning on the 15th day of May, 1982, and the Company hereby agrees to pay therefor a monthly rental of Five Hundred ($500.00) Dollars payable in advance on the first business day of each month during said term to the City. Said leased premises may be used for the manufacture of Perlite insulation board and other products or for any other lawful purpose.

PROVIDED ALWAYS, that this renewal lease is entered into upon the following terms and conditions, all of which the parties hereto covenant to keep and perform:

1. The Company agrees that in the use and occupancy of said industrial building, it will at all times comply with all applicable sanitary and safety laws, rules and regulations, and will commit no nuisance upon the premises and will permit no nuisance to be committed upon the premises by others.

2. The Company agrees to keep the industrial building upon the above described site and the machinery and equipment installed therein owned by the City insured against loss or damage by fire with Uniform Standard Extended Coverage Endorsement covering perils of windstorm, hail, explosion, riots, civil commotion, aircrafts, vehicles and smoke (except as limited in the present Uniform Standard Extended Coverage Endorsement) in an amount not less than the option price specified in Paragraph 11 hereof and to pay the premiums thereon and to keep said insurance in full force and effect during the entire term of this lease and any extension thereof. Each policy shall be so written or endorsed as to make losses, if any, payable to the City and the Company as their respective interests may appear. A duplicate copy or "Certificate" of each such policy of insurance shall be furnished to the City for its records.

3. The Company agrees that, during the term of this lease and during the term of this lease as extended, if extended, it will keep the leased premises and all buildings and improvements thereon and the appurtenances thereto and the equipment and machinery therein in good repair at its own cost and upon the expiration or termination of this lease or any extension thereof, it will surrender the leased premises and the improvements thereon and appurtenances thereto and the equipment and machinery therein owned by the City to the City in as good condition as prevailed at the time they were put in full possession thereof, ordinary wear and tear and acts of God excepted, subject to the provisions of Paragraphs 4 and 5 hereof.

4. The Company shall have the privilege of remodeling the industrial building or making improvements on said leased premises from time to time as it in its discretion may determine to be desirable for its uses and purposes, but the cost of such improvements and remodeling shall be paid for by the Company and shall be the property of the City, subject, however, to the right of the Company under the provisions of Paragraph 5 thereof to remove from the leased premises at any time before the expiration or termination of this lease or any extension thereof and while it is in good standing with reference to the payment of rent and performance of other obligations hereunder, any machinery, fixtures, equipment, appliances, improvements or things placed in or upon the leased premises by the Company which can be removed without material damage to the existing buildings or structures; or in the event such removal causes damage to the existing buildings or structures, restoration and repair of such damage shall be at the sole expense of the Company.

5. The Company shall have the privilege from time to time of substituting machinery and equipment for any machinery and equipment the cost of which was paid by the City, provided that the machinery and equipment so substituted is of equal or greater value than that replaced and the value of the substituted machinery and equipment and the value of the machinery and equipment so replaced shall be determined by a qualified engineer selected by the Company and approved by the City and any such substituted machinery and equipment shall become the property of the City and be included in the terms of this agreement and the replaced machinery and equipment shall become the property of the Company. The Company shall also have the privilege of removing any machinery and equipment the cost of which was paid by the City without substitution therefor, provided the Company pays to the City a sum equal to such portion of Ten Thousand ($10,000.00) Dollars as the original cost of such removed machinery and equipment bears to the original cost of all machinery and equipment.

6. If the industrial building situated upon the leased premsies or the machinery and equipment located thereon shall be damaged or either partially or totally destroyed by fire, flood, windstorm, or other casualty, at any time during the term of this lease or any extension thereof, the Company, at its option, may either repair and restore such damage at its own cost or elect to exercise its option to purchase the leased premises as hereinafter provided in Paragraph 11, but, in any event the total amount collected under any and all policies of insurance covering such casualty shall be paid over to the Company.

7. If the whole or any part of the leased premises shall be taken or condemned by a competent authority for any public use of purpose, then and in that event, the Company may exercise its option as provided in Paragraph 11 hereof and receive the award or compensation or damages recovered on account of any such taking or condemnation, less any expenses including counsel fees incurred, or continue to occupy the premises at a rental adjusted in an amount equal to the relation of such award to the then purchase price under the option of the premises and equipment, but not less than One Hundred ($100.00) Dollars per month.

8. It is made a condition under this lease that, if the Company shall fail to pay any one or more monthly rental installments, or any part thereof, for a period of thirty days after the same becomes due and payable, the City, at its option, may declare all unpaid rental payments to be immediately due and may cancel and terminate this lease and recover possession of the leased premises upon giving to the Company thirty (30) days' written notice of such election, which notice may be deposited in the United States registered mail, addressed to the Secretary of the Company, c/o Great Lakes Carbon Corporation, 18 East 48th Street, New York 17, New York, or such other address designated by the Company from time to time upon written notice to the City; provided, however, that within thirty (30) days from the receipt of said registered mailed notice, the Company shall have the privilege of paying to the City all accrued and unpaid rentals, in which event said notice shall be of no effect.

9. The Company covenants that at all times it will protect and hold the City harmless against claims for losses, damage or injury, including death of or injury to the person or damage to the property of others resulting from a wrongful or negligent act or default of the Company, its agents, servants or employees, in, on or about the leased premises, including the driveways, sidewalks and roadways thereof or for any other violations by the Company of the terms of this lease; and it is understood and agreed that the City shall not be liable for any damage or injury to the persons or property of the Company or its agents, servants or employees, or any other person who may be upon the leased premises due to any act or negligence of any person or caused by fire, water, steam, gas, sewage, electric current, or by the breaking, leaking or destruction of pipes, or by any explosions; and that all personal property brought upon the leased premises by the Company, its servants, agents or employees, shall be at the sole risk of the Company or of said agents, servants or employees and the City shall not be liable for any damage thereto or destruction thereof.

10. It is further agreed that, if the Company shall default in the performance of any of the terms, provisions, covenants, or conditions on its part to be performed, kept or observed hereunder, other than the payment of monthly rentals hereunder, then and in any such event, the City at its election may terminate this lease at any time thereafter, and recover possession of the leased premises by giving thirty (30) days' written notice, mailed by registered mail to the Secretary of the Company, c/o Great Lakes Carbon Corporation at 18 East 48th Street, New York 17, New York, or such other address designated by the Company from time to time upon written notice to the City; and at the expiration of such thirty (30) day period, this lease and all of the estate, right, title and interest herein granted to or vested in the Company shall cease and terminate unless within such thirty (30) day period all such default or defaults shall have been fully performed or the Company shall have exercised the option to purchase set forth in the following Paragraph 11. In the event, however, the Company has not exercised said option to purchase and the curing of any default in performance as above described takes more than thirty (30) days, this lease shall not cease and terminate so long as the Company is proceeding to cure the default as soon as possible.

11. The Company may extend this renewal lease and all the terms and conditions hereof, as amended from time to time, for ten (10) further periods of five (5) years each upon thirty (30) days' written notice to the City.

As an alternative to the provisions contained in this paragraph with regard to the option for a renewal of this renewal lease, the Company is hereby granted the additional option to purchase from the City the fee simple title of the land and buildings, together with the machinery and equipment located thereon at any time during the term of this renewal lease or any extension thereof upon 30 days written notice to the City. Such option to purchase may be exercised by payment to the City Five Thousand ($5,000.00) Dollars, for the land and buildings plus Five Thousand ($5,000.00) Dollars for the machinery and equipment less any monies received by the City for any removed machinery and equipment as provided in Paragraph 5 above.

12. It is understood by the City and the Company that this renewal lease is made to comply with the terms of Paragraph 19 of that Contract of Lease and Rent dated 1961, and shall only become effective at the end of the term of said original lease at the option of the Company upon written notice by the Company to the City given at least six (6) months prior to the expiration of the original term of said original lease.

13. In the event that, during the original nineteen (19) year term of the Contract of Lease and Rent heretofore referred to, or during the term of this lease or any renewal thereof, the Company is obligated to pay any taxes assessed against the leased premises or any interest of the Company therein, all such payments of taxes shall be held to apply as advanced rental payments on this renewal lease.

14. The Company may assign or transfer this renewal lease or sublet the whole or any part of the leased premises without the written consent of the City provided that the Company shall nevertheless remain primarily liable to the City for tne payment of all rent and for the full performance of all of the covenants and conditions of this renewal lease.

15. If any clause, provision or section of this renewal lease be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

IN WITNESS WHEREOF, the City of Florence, acting by and through its Common Council, has caused its corporate name to be hereunto subscribed by ...., its duly authorized Mayor, and attested under its corporate seal by ...., its City Clerk and said Great Lakes Carbon Corporation of Kentucky has caused its corporate name to be subscribed hereto by its duly authorized President, or Vice President, attested under its corporate seal by its Secretary or Assistant Secretary pursuant to a resolution duly adopted by its Board of Directors, all being done as of the year and day first above written.

CITY OF FLORENCE, KENTUCKY
By ....
Mayor

(SEAL)
Attest:
....
City Clerk

GREAT LAKES CARBON CORPORATION OF KENTUCKY
By ....
President

(SEAL)
Attest:
....
Secretary

Section 2. That the approprite City officials are hereby authorized and directed to take any other action necessary in order to carry out the intent of the foregoing..

Introduced and adopted on first reading October 24, 1961.
Adopted and approved October 26, 1961.
(s) GEORGE R. SCOTT, Mayor

Attest:
(s) GEORGE A. WILSON, City Clerk 1t-c

ORDINANCE NO. 98

AN ORDINANCE accepting the improvement of Lake Drive northwesterly from the south side of Lots 1 and 26, 510 feet, more or less, and on westerly 185 feet, more less, to the west side of Lot No. 12 of the Denham Subdivision in the City of Florence, Kentucky, and Ash Street northeasterly from its intersection with Lake Drive, a distance of 263 feet, more or less, to the end of the old blacktop paving on Ash Street, by the construction of a twenty-five (25) foot wide concrete pavement, complete with roll curbs and gutters and necessary supporting facilities as provided by Ordinance for the minimum specifications for streets; confirming the engineer's certificate of apportionment; accepting the report of the Street Committee of the City of Florence; apportioning, assessing and levying a special improvement tax against all lots and/or parts of lots fronting and abutting all that portion of Lake Drive and Ash Street to pay the cost of said improvement; and providing the manner and time of payment of said cost by the abutting property owners.

The Common Council of the City of Florence, Kentucky, does ordain as follows:

SECTION I

James E. Ransom, City Engineer of the City of Florence, Kentucky, having filed his Certificate of Apportionment of the cost of the improvement of Lake Drive northwesterly from the south side of lots 1 and 26, 510 feet, more or less, and on westerly 185 feet, more or less, to the west side of Lot No. 12 of the Denham Subdivision in the City of Florence, Kentucky, and Ash Street northeasterly from its intersection with Lake Drive a distance of 263 feet, more or less, to the end of the old blacktop paving on Ash Street, by the construction of a twenty-five (25) foot wide concrete pavement, complete with roll curbs and gutters and necessary supporting facilities as provided by ordinance for the minimum specifications of streets; and the Street Committee of the City of Florence, Kentucky, pursuant to public notice of its intentions so to do, having inspected and approved said improvement, same is hereby accepted.

SECTION II

That a special improvement tax of $13.02254 per abutting foot be, and the same is hereby levied and assessed against the real estate and the owners thereof, fronting and/or abutting on said improvement as follows:

NAME-DESCRIPTION	FRONTAGE FEET	TOTAL
Denham's Subdivision		
Sam Denham, Lot No. 2	50	$ 651.13
Jack Lancaster, Lot No. 3	60	781.35
Howard Lancaster, Lot No. 4	60	781.35
Sam Denham, Lot No. 5	60	781.35
Paul P. Coleman, Lot No. 6	144.3	1,879.16
Sam Denham, Lot No. 7	136.71	1,780.31
Sam Denham, Lot No. 8	48	625.08
Sam Denham, Part of No. 9	21	273.47
Raymond Vincent, Part of No. 9	28	
Raymond Vincent, Part of No. 10	32	781.35
Sam Denham, Part of No. 10	8.56	111.47
Sam Denham, Part of No. 11	60	781.35
Otwell Rankin, Lot No. 12	53.93	702.31
Sam Denham, Part of No. 18	69.82	909.24
L. C. Hess, Lot No. 19	170.39	2,218.91
L. C. Hess, Part of No. 20	20	260.45
Sam Denham, Part of No. 20	40	520.90
Sam Denham, 21, 22, 23, 24	240	3,125.41
Bluegrass Subdivision		
Jasper Stuart, 51, 52, 53	100	1,302.26
Leroy Carter, Part of No. 54	28.29	368.41
R. P. Coleman, Lots 49 and 50	89.90	1,170.73
(5 feet of 50 not assessed for right of way)		
R. P. Coleman, Part of No .48	20	260.45
William E. Brinkman, Part of No. 48	8.81	114.73
	1549.71	$20,181.17

SECTION III

Said tax shall be due and payable at the Office of the City Clerk of the City of Florence, Kentucky, within thirty (30) days after the adoption of this ordinance except as to owners of abutting property that have been assessed hereby who shall have, before the expiration of thirty (30) days from the date of publication of this ordinance of apportionment and levy, entered into an agreement in writing exercising his option to pay his improvemet tax in installments as provided in KRS 94..316 et seq., and stating in the said contract with the City that in consideration of this privilege he will make no objection to the legality or any irregularity in the assessment, levy or imposition of this tax against his property and that he will pay this tax in the manner as provided in KRS 94.317. Any property owner entering into such an agreement shall be concluded thereby and shall waive any defense against the tax and such agreement shall be filed in the Office of the City Clerk and/or Treasurer who shall reserve same as a part of the records of his office. All monies paid in for this tax shall be kept by the said City Clerk in a fund hereby created which shall be known as the "LAKE DRIVE AND ASH STREET IMPROVEMENT FUND," and any tax for which the owner of the abutting property has not entered into an agreement to pay in installments as herein provided and which shall remain due and unpaid thirty (30) days after the passage, adoption and publication of this ordinance shall bear interest at the rate of six (6) per cent per annum from the date of this ordinance and in addition thereto a penalty of ten (10) per cent. In addition to sending notices of the assessment to each tax payer listed in Section II hereof, the City Clerk shall give notice by publication in one (1) issue of the BOONE COUNTY RECORDER, Burlington, Kentucky, requiring all property owners to pay the improvement tax levy upon their property or to enter into an agreement to pay same in installments as herein provided within thirty (30) days after the date of the publication of this ordinance.

SECTION IV

The tax herein levied, together with any interest and penalty shall constitute a statutory first lien upon the benefited and/or abutting property herein. Said lien shall be superior to all liens on said property, whether created prior or subsequent to the publication of this ordinance, except State and County taxes, General Municipal taxes, and prior improvement taxes and said lien shall not be defeated or postponed by any private or judicial sale, by any mortgage, by any error or mistake in the description of said property or in the names of the owners.

SECTION V

This ordinance shall be in full force and effect from and after its passage, adoption and publication according to law.

Passed first reading this 24th day of October, 1961.
Passed second reading this day of ...., 1961.

APPROVED:
GEORGE R. SCOTT, Mayor

ATTEST:
GEORGE A. WILSON, City Clerk 1t-c

ORDINANCE NO. 94

AN ORDINANCE annexing to and making a part of incorporated territory of the City of Florence, Kentucky, certain unincorporated territory lying adjacent to the present Southern Corporate Limits of the City of Florence, Kentucky.

WHEREAS, this Common Council has heretofore by appropriate Ordinance proposed to annex certain lands lying adjacent to and south of the present southeastern boundary of the City of Florence, Kentucky, and

WHEREAS, said Ordinance was published in four (4) conescutive issues of the Boone County Recorder, and

WHEREAS, more than thirty (30) days has passed since the passage of said proposal Ordinance and no protest suit has been filed in the Boone Circuit Court.

NOW THEREFORE, be it ordained by the Common Council of the City of Florence, Kentucky:

SECTION I

That the hereinafter described territory be and the same is hereby annexed to and made a part of the Corporate Territory of the City of Florence, Kentucky.

SECTION II

Said territory hereby annexed is bounded and described as follows, to-wit:

BEGINNING at a point in the southern corporation line of the City of Florence, on the east side of U. S. Highway No. 25 at the common corner of the Foundation property and the property belonging to R. C. Durr, et al,; thence eastwardly with the common boundary line of the Foundation property and the Durr property to a point and common corner of said properties at the county line dividing Boone and Kenton Counties; thence southwardly and following the dividing line between Boone and Kenton Counties to a point where said County line intersects the southerly boundary line of the Foundation property; thence following the southerly boundary line of the Foundation property as the same meanders in a northerly and southerly direction from said County line to a point where the Foundation property connects with the easterly boundary line of U. S. Highway No. 25; thence from this point in a northerly direction along the east boundary line of U. S. Highway No. 25 to the point and place of the BEGINNING.

SECTION III

It is hereby declared that all ordinances, resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION IV

If any section, paragraph or clause of this ordinance be held by a proper court to be invalid, such invalidity shall not affect the remaining sections, paragraphs or clauses, it being hereby expressly declared that the remaining sections, paragraphs or clauses of said ordinance would have been passed despite such invalidity.

Passed and approved on first reading this 22nd day of August, 1961.

Passed and approved on second reading this 24th day of October, 1961.

APPROVED:
(s) GEORGE R. SCOTT, Mayor

ATTEST:
GEORGE A. WILSON, City Clerk 1t-c

ORDINANCE NO. 99

AN ORDINANCE proposing to annex to and make a part of the incorporated territory of the City of Florence, Kentucky, certain unincorporated territory lying adjacent to the present southwestern corporate limits of the City of Florence, Kentucky.

WHEREAS, the Common Council of the City of Florence, Kentucky, has been requested by the owners of certain lands lying adjacent to and southwest of the present southwestern boundary of the City of Florence, Kentucky, and

WHEREAS, the Common Council deems it to be for the best interests of its citizens and for the best interest of the citizens residing in the said unincorporated territory that said territory be annexed to and become a part of the corporate territory of the City of Florence, Kentucky,

NOW, THEREFORE, be it ordained by the Common Council of the City of Florence, Kentucky:

SECTION I

That it is hereby proposed that the hereinafter described unincorporated territory lying southwest of the present City Limits of the City of Florence, Kentucky, be annexed to and made a part of the corporate territory of the said City of Florence, Kentucky.

SECTION II

Said territory hereby proposed to be annexed is bounded and described as follows, to-wit:

BEGINNING at a point in the present City Limits, said point being in the center of Lake Shore Drive the extension of the line common to Lots 8 and 18; thence with the present City Limits S 16 - 30 E 110 feet to the corner of Lot 9 of the Boone Vista Subdivision; thence with the north line of Lot 9 S 73 - 30 W 170 feet to the center of Hopeful Road, Kentucky Highway 1018; thence with the center of Kentucky Highway 1018 N 16 - 30 W 110 feet to a point the intersection of the center line of Lake Shore Drive with the center line of Lake Shore Drive with the center line of Kentucky Highway 1018; thence with the center line of Lake Shore Drive N 73 - 30 E 170 feet to the place of BEGINNING.

SECTION III

It is hereby ordered that this ordinance be published in at least four (4) issues of THE BOONE COUNTY RECORDER, Burlington, Kentucky, on each of four (4) separate weekly publications of said newspaper or that copies of this ordinance be posted for at least ten (10) days in four (4) of the most public places in the City of Florence, Kentucky.

SECTION IV

If after the aforesaid publication and posting has been made and done and no petition protesting the annexation of the territory herein described has been filed in the Boone Circuit Court, this City hereby proposes to enact another ordinance annexing to the City of Florence, Kentucky, the above described unincorporated territory. Whereupon, said territory shall become a part of the City of Florence, Kentucky.

SECTION V

All ordinances, resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION VI

If any section, paragraph or clause of this ordinance be held by a proper Court to be invalid, such invalidity shall not affect the remaining sections, paragraphs or clauses, it being hereby expressly declared that the remainder of said ordinance would have been passed despite such invalidity.

Passed on first reading this 24th day of October, 1961.

APPROVED:
GEORGE R. SCOTT, Mayor

ATTEST:
GEORGE A. WILSON, City Clerk 14-4t-c

NOTICE!
OF
Auction Sale
ON
NOVEMBER 11 - 10 A.M.

2 Tractor outfits, hay, corn, furniture and many other items.

WATCH NEXT WEEK'S PAPER FOR COMPLETE DETAILS

DR. RAMEY and BILL HORTON
UNION, KENTUCKY

Start or add to your account by the 10th of the month and earn a full months interest.
ASK ABOUT OUR SAVE BY MAIL PLAN

Open daily 9 to 4 p. m. Except Saturdays and Wednesdays 9 to 12 Noon

Monday Evenings 7 to 9 p. m.

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The Specialized Job of Savings and Loan Associations

GOOD USED
FARM EQUIPMENT
SPECIALS

'53 Cub with plow, cultivator and mower $995
Farmall H with Loader, Plow and Cultivator $1075
Farmall H with plow and mower $1095
1954 FORD $1195
'55 FORD 600 series, with Wagner Loader, manure bucket, dirt bucket and blade $1750
1953 Ford with plow and mower $1350
1953 Farmall 200 .... $1195
300 Utility Farmall, with loader $1595

WAGONS
New Idea-Cobey and International Wagons, your choice $125

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