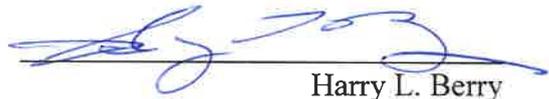


**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2014-181**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, with the concurrence of the Resources and Community Support Committee to approve the transfer of 0.1510 acres of land in the southeast corner of parcel no. 411, tract A, (a.k.a. Glendale MegaSite) to the Kentucky Transportation Cabinet for use as Right-of-Way for the widening of Interstate 65 in accordance with the attached Deed of Conveyance, Memorandum of Understanding, and Right of Way Plans.

BE IT FURTHER RESOLVED, to authorize the County Judge/Executive and County Attorney to sign all documents concerning the agreement.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 23 December 2014.


Harry L. Berry
Hardin County Judge/Executive

ATTEST:


Kenneth L. Tabb
Hardin County Clerk

P.I. 56+32.70
 Δ = 2°18'59.51" L.T.
 C = 1'00'00.00"
 T = 151.84'
 L = 6793.58'
 R = 5729.58'
 E = 1.17'

55+00

Clay E. Maggard

BEGIN RIGHT OF WAY
 CONSTRUCTION
 STA. 44+00.00

P.I. 47+23.43
 Δ = 6°07'00.16" L.T.
 C = 2°26'17.23"
 T = 123.50'
 L = 246.78'
 R = 2350.00"
 E = 3.24'

585+00

County of Hardin, Kentucky

KY 1136 STA. 58+20.70
 P=66 STA. 58+20.70

The Poul Denny Hamm Living Trust

P.I. 51+16.81
 Δ = 84°53'57.95" L.T.
 C = 63°39'43.12"
 T = 82.32'
 L = 133.36'
 R = 90.00"
 E = 31.97'

P.I. 53+12.18
 Δ = 75°05'34.19" R.T.
 C = 63°39'43.12"
 T = 69.18'
 L = 117.96'
 R = 90.00"
 E = 23.51'

4-SPAN BRIDGE AT 5'00'00" SKEW RT.

P.I. 52+98.20

Frank M. Hobbs
 Peggy A. Hobbs (Wf.)

- ① S 15°04'30.72" E - 44.28'
- ② Arc 1° 58'36" R.T., 900.00' Δ 5679.58'
- ③ Chord S 5° 14'08"28" E - 186.50', 91.58'
- ④ Chord S 5° 14'11"58" E - 232.46', 91.58'
- ⑤ S 15°27'28" E - 86.48'
- ⑥ N 9°10'32" E - 63.24'
- ⑦ S 69°02'12" E - 38.09'
- ⑧ S 20°53'57" W - 10.00'
- ⑨ S 88°52'52" W - 10.00'
- ⑩ S 9°10'32" W - 56.20'
- ⑪ S 9°10'32" W - 56.20'
- ⑫ N 50°22'52" W - 57.08'
- ⑬ N 50°27'58" W - 63.33'
- ⑭ Chord S 10° 31'58" W - 281.19'
- ⑮ N 68°25'02" W - 26.04'
- ⑯ S 20°53'57" W - 10.00'
- ⑰ S 20°53'57" W - 53.20'
- ⑱ N 9°10'32" E - 31.12'
- ⑲ N 15°27'28" W - 56.48'
- ⑳ Chord S 5° 14'11"58" W - 232.46', 91.58'
- ㉑ Chord S 5° 14'08"28" W - 186.50', 91.58'
- ㉒ N 15°04'30"72" E - 44.28'

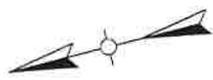
P.I. 56+32.70

END CONSTRUCTION
 END RIGHT OF WAY
 STA. 56+35

RIGHT OF WAY PLANS

SCALE: 1"=50'

KY 1136 PLAN
 STA. 45+15 TO STA. 58+35



EXEMPT: KRS 382.135 (2)

DEED OF CONVEYANCE

Hardin County
Item No. 04-0018.00

THIS DEED of CONVEYANCE made between HARDIN COUNTY GOVERNMENT 100 Public Square, Elizabethtown, Kentucky 42701, Grantor, and the Commonwealth of Kentucky, Grantee for the use and benefit of the Transportation Cabinet, Department of Highways, Frankfort, Kentucky, 40622, Grantee;

WITNESSETH: That the Grantor in consideration of, the benefit to be derived from the highway construction, the receipt of which is hereby acknowledged, has bargained and sold and does hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following described property and property rights, viz:

PARCEL NO. 411 Tract A

Being tract of land lying in Hardin County along KY 1136 approximately 600 feet west of the KY 1136 overpass of I-65, and more particularly described as follows: Beginning at a point in the existing right of way line and the proposed right of way corner, said being 20.30 feet left of KY 1136 station 44+00.00; thence with the proposed right of way line S 78°04'44" E a distance of 126.54 feet to a point in the proposed right of way corner 40.00 feet left of KY 1136 station 45+25.00; thence with the proposed right of way line S 70°43'27" E a distance of 291.24 feet to a point in the proposed right of way corner 38.00 feet left of KY 1136 station 48+20.00; thence with the proposed right of way line N 21°21'23" E a distance of 128.22 feet to a point in the existing right of way line of I-65 150.00 feet left of I-65 station 583+00.00; thence with the existing right of way line S 9°51'32" W a distance of 135.93 feet to a point in the existing right of way corner of I-65 and KY 1136 30.13 feet left of KY 1136 station 48+46.79; thence with the existing right of way line along an arc 270.34 feet to the right, having a radius of 2834.79 feet, the chord of which is N 71°51'51" W for a distance of 270.24 feet to a point in the existing right of way corner 30.00 feet left of KY 1136 station 45+73.24; thence with the existing right of way line N 68°25'02" W a distance of 20.04 feet to a point in the existing right of way corner 30.25 feet left of KY 1136 station 45+53.20; thence with the existing right of way line S 20°53'53" W a distance of 10.00 feet to a point in the existing right of way corner 20.25 feet left of KY 1136 station 45+53.20; thence with the existing right of way line N 69°06'12" W a distance of 153.20 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD said property and property rights unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with covenants of Special Warranty.

IN TESTIMONY WHEREOF the Grantor has executed this Deed of Conveyance on this 23rd day of December, 2014.

Hardin County Government

By: 
Harry L. Berry
Hardin County Judge Executive

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for the state and county aforesaid, do hereby certify that Harry L. Berry, Hardin County Judge Executive, appeared before me on this date and acknowledged that execution of the said deed by his signature thereon was the free act of said government and his free act as said Hardin County Judge Executive of HARDIN COUNTY GOVERNMENT, the foregoing deed was produced to me in said state and county by Harry L. Berry, and was signed, acknowledged and delivered to be his free act and deed. This _____ day of _____ 20_____

Notary Public

My Commission Expires _____

This instrument prepared by:

Adam Kinney, Attorney
Transportation Cabinet
P. O. Box 309
Elizabethtown, KY 42702

Please Return Deed To:

Division of Right of Way
Department of Highways
P. O. Box 309
Elizabethtown, KY 42702



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF RIGHT OF WAY AND UTILITIES

MEMORANDUM OF UNDERSTANDING

County: Hardin	Item #: 04-0018.00	Parcel #: 411
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Property Owner: Hardin County Government
100 Public Square, Elizabethtown KY 42701

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a deed or an easement dated _____.

The related deed conveys the following interests and amounts of real property as shown on the official plans:

Fee simple	0.151	Acres
Permanent easement		
Temporary easement		
Excess property in fee simple		

The total consideration to be paid for the property conveyed is \$ Donation.

This consideration includes payment for any and all reacquisition or reversion rights of the property owners or their heirs or assigns, which may arise pursuant to KRS 416.670, and a cost-to-cure payment to replace the following items:

- This is a total acquisition.
- This is a partial acquisition. The remaining property will have the following access to the proposed highway improvement:
 - Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owners (proposed highway access is by permit).
 - Access at designated points as shown on the plans (proposed highway access is limited).
 - No access (proposed highway access is fully controlled).
 - The remaining property will be landlocked by this acquisition.
- No improvements are being acquired.
- Improvements are being acquired. The disposition of the acquired improvements will be as follows:
 - The Cabinet receives titles to the improvements.
 - The Cabinet receives titles to the improvements, but for the salvage value of \$0.00 the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Property Owners regain the titles. Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners' being authorized to start the removal.

The Property Owners understand that they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance. The Property Owners further understand that before being required to vacate or move personal property, they will be given a 30-day written notice that will specify the date they must be completely clear of the improvement.

The Property Owners will assist in obtaining necessary releases of all mortgages, liens, or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the Cabinet receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes. Also, they will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the Cabinet and, upon submission of properly supported paid receipts, will be reimbursed. All reimbursement claims must be deemed fair, necessary, and properly supported for payment.



Unless otherwise stated, Property Owners state that no drainage outlets such as pipes, sump pump outlets, gutter downspouts, or septic system drainage of any kind, currently extend onto the existing right of way.

In addition, the parties agree as follows:

As owners of the property to be conveyed, we request payment be made as follows:

Name:		Name:	
Address:		Address:	
SSN:	Amount of Check:	SSN:	Amount of Check:
Telephone Number:		Telephone Number:	

The Property Owners acknowledge that if the agreed consideration for this transaction was negotiated based upon a waiver valuation/Minor Acquisition Review (MAR) amount of at least \$10,000.00 but not more than \$25,000.00, the Property Owners were offered the option of having the Cabinet obtain an appraisal of the property and have hereby waived that option.

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance, and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Transportation Cabinet and the Property Owners, which was reached without coercion, threats, or other promises by either party.

By their signatures on this document, the agents representing the Transportation Cabinet certify that they have no direct, indirect, present, or contemplated interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed _____.

Signatures of Agents for Transportation Cabinet	Signatures of Property Owners
	
	Hardin County Government Harry L. Berry, Hardin County Judge Executive

ADDENDUM TO MEMORANDUM OF UNDERSTANDING SIGNS

- No sign is being acquired.
- One or more signs are being acquired.
 - The Cabinet receives and retains title to each sign.
 - The Cabinet receives title to each sign, but for the salvage value of \$0.00 the Property Owners agree to remove the same from the right of way by _____ or forfeit both the recovery of each sign and the salvage value paid.



Acquisition - Minor Acquisition Review

Item #	Parcel #	County Name	Project #
4-18.00-SYP	0411 M	Hardin	
Project Description	HARDIN I-65; WIDEN I-65 TO 6 LANES FROM 0.6MI N OF OLD SONORA RD TO 0.7MI N OF KY 222; INCLUDES NOLIN RIVER BRIDGE.(12CCR)		

Area Acquired Name	Quantity	UOM		Unit Value	Extended Amount Total
Fee Simple	0.1510	AC	X	\$6,500.00	\$981.50
Total Fee Simple					\$981.50

Easement Name	Quantity	UOM		Unit Value	%	Extended Amount Total
Total Easement						0.00

Improvements	\$0.00
Site Improvements	\$0.00
Cost to Cure	\$0.00

Total	\$981.50
Use	\$1,000.00

Remarks
The subject property appears to be agricultural.

Acquisition Agent	Sarah Holzerland	Completed Date	12/3/2014
Approved Amount	\$1,000.00	Approved Date	12/3/2014
Right Of Way Supervisor	MICHAEL PRICE		