

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made and entered into this 28TH day of AUGUST, 2015, by and between the DAWSON SPRINGS BOARD OF EDUCATION, 316 Eli Street, Dawson Springs, Kentucky 42408, hereinafter referred to as the "Grantor" (in whose care the state and county tax bill for the aforesaid calendar year may be sent), and the COMMONWEALTH OF KENTUCKY for the use and benefit of its TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, 200 Mero Street, Frankfort, Kentucky 40622, hereinafter referred to as the "Grantee".

WITNESSETH: That the Grantor, for and in consideration of the sum of **Ninety-Two Thousand Dollars** (\$92,000.00) cash in hand paid, the receipt of which is hereby acknowledged, has bargained and sold, and does hereby bargain, grant, sell, and convey to the Grantee, its successors and assigns forever, the following described property and property rights:

Parcel No. 13A

Being a tract of land lying in southwest Hopkins County Kentucky along the south side of US Highway 62 near the downtown area of the City of Dawson Springs, Kentucky and more particularly described as follows:

Beginning at a point in the existing south right of way line of U.S. Highway 62, 33.00 feet right of existing US 62 centerline Station 110+03.97; thence along said existing right of way line along an arc 104.70 feet to the right, having a radius of 3,389.50 feet, the chord of which is North 58°48'30" East, 104.69 feet to a point 33.00 feet right of existing US 62 centerline Station 111+09.69; thence with the existing east property line South 40°17'3" East, 196.89 feet to a point 226.73 feet right of existing US 62 centerline Station 111+46.22; thence with the south property line South 56°47'27" West, 124.50 feet to a point 231.94 feet right of existing US 62 centerline Station 110+12.88; thence along the existing west property line North 34°28'8" West, 199.12 feet to the POINT OF BEGINNING.

The above-described parcel contains 0.519 acres (22,596 sq. ft.).

It is understood between the Parties hereto and made a covenant herein that the above-described property is conveyed in fee simple.

The above-described parcel being a portion of the same tract of land conveyed to the DAWSON SPRINGS BOARD OF EDUCATION by Deed from LYLE G. NOAH and MARGARET F. NOAH, husband and wife, dated July 30, 1996, and of record in Deed Book 550, at Page 668, in the office of the Hopkins County Clerk.

The acquisition of right of way on this project was authorized by the Kentucky Department of Highways Official Order No. 109608. The project is a partially controlled access highway, and access on this project shall be provided only where specifically indicated on the plans, and this designation of access is set out as required by Kentucky Administrative Regulation, 603 KAR 5:120. The proposed public highway improvement for which the above-described property is being acquired is identified as US 62 (Dawson Springs), State Project Number 1100 FD04 054 8366701R, the plans for which are on file in the office of the Transportation Cabinet in Frankfort, Kentucky.

TO HAVE AND TO HOLD the above described real estate together with all of the rights, ways, issues, profits, appurtenances, and privileges thereunto belonging unto the Grantee, its successors and assigns forever, with covenant of General Warranty of Title.

IN TESTIMONY WHEREOF the Grantors execute this Deed of Conveyance on this, the 28TH day of AUGUST, 2015.

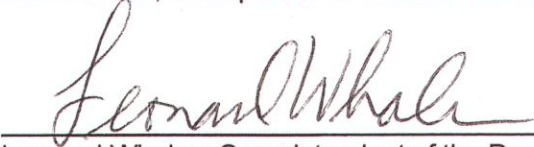
GRANTOR:

Dawson Springs Board of Education

BY:



Earl Menser, Chairperson of the Dawson Springs Board of Education



Leonard Whalen, Superintendent of the Dawson Springs Board of Education



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

MEMORANDUM OF UNDERSTANDING

County: Hopkins	Item #: 2-8501.00	Parcel #: 13
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Property Owners: **DAWSON SPRINGS BOARD OF EDUCATION**.

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 _____, 2015.

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

Fee simple	22,596	SQ. FT.
Permanent easement	N/A	N/A
Temporary easement	N/A	N/A
Excess property in fee simple	N/A	N/A

The total consideration to be paid for the property conveyed is **\$ 92,000.00**.

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 **\$7,500.00** 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



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:

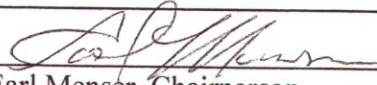
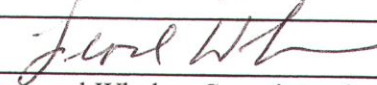
Name: Dawson Springs Board of Education		Name:	
Address: 316 Eli Street Dawson Springs, Kentucky 42408		Address:	
SSN:	Amount of Check: \$92,000.00	SSN:	Amount of Check:
Telephone Number: 270-797-2957		Telephone Number:	
Name:		Name:	
Address:		Address:	
SSN:	Amount of Check:	SSN:	Amount of Check:
Telephone 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 _____, 2015.

Signatures of Agents for Transportation Cabinet	Signatures of Property Owners
	
	Earl Menser, Chairperson
	
	Leonard Whalen, Superintendent

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
SIGNS

☒ No sign is being acquired.



Dawson Springs Independent School District

118 East Arcadia Avenue
Dawson Springs, KY 42408-1657
Phone: 270-797-3811
Fax: 270-797-5201

Board of Education

Earl Menser, Chairman
Vicki Allen, Vice-Chair
Tracy Overby
Melissa Knight

Leonard Whalen, Superintendent

Special Meeting

August 28, 2015 4:00 PM
Board of Education Office
118 E Arcadia Ave
Dawson Springs KY 42408

1. Call to order
2. Roll Call
3. Approval of the Agenda
4. Swearing in of new Board Member Lindsey A. Morgan as appointed by the Commissioner of Education Dr. Terry Holliday.
5. Approval of presented plans and acceptance of offer of \$92,000 to purchase the old preschool facility located at 304 E. Arcadia Ave. in Dawson Springs as tendered by the Company QK4 as contracted by the KY Department of Highways
6. Approval and authorization of Board Chair Menser and Superintendent Whalen to execute documents on behalf of the Dawson Springs Board of Education to sell the old preschool facility
7. Approval of overnight trip to Somerset for Golf Coach Jeff Miller and Schyuler Storms to attend a practice round and the "ALL A" Golf State Championship for which Schyuler qualified on September 11th and 12th
8. Motion to adjourn

ALL ITEMS
APPROVED WITH
5-0 VOTE