

## **MUNICIPAL ORDER 18-2018**

### **A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF OWENSBORO AND SPECIALTY FOODS GROUP, LLC.**

**WHEREAS**, Specialty Foods Group, LLC (SFG) and the City of Owensboro are the owners of certain real estate that are adjacent to one another and located in the City of Owensboro, Daviess County, Kentucky; and

**WHEREAS**, SFG desires, and the City is willing to grant to SFG an easement for vehicular and pedestrian access, ingress, and egress, over and across its property that borders Chesterfield Drive. The properties in question are listed as Exhibits “A”, “B” and “C” of the attached “Easement Agreement”.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:**

**Section 1.** That the Mayor be, and he hereby is, authorized and directed to execute an agreement by and between the City of Owensboro, Kentucky and Specialty Foods Group, LLC, under the terms of which the City shall convey to SFG an easement over and across its property, as shown in the copy of the Easement Agreement attached hereto.

**Section 2.** That the Mayor, City Manager, City Engineer and other city staff be, and they hereby are authorized to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement these deeds of conveyance and easement and/or documents related thereto.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE  
READING**, this the 7th day of August, 2018.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Cecil, City Clerk

This instrument was prepared in Chicago, Illinois by and after recording return to:

McDermott Will & Emery LLP  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Attention: David R. Neville

### **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this “Agreement”) is made as of \_\_\_\_\_, 2018, by and among **SPECIALTY FOODS GROUP, LLC**, a Delaware limited liability company (together with its successors and assigns, “SFG”), and **THE CITY OF OWENSBORO**, a municipality of the State of Kentucky (together with its successors and assigns, the “City”, and together with SFG, each a “Party”, and collectively, the “Parties”).

### **RECITALS:**

**WHEREAS**, SFG is the owner of certain real estate located in the City of Owensboro, Daviess County, Kentucky, as legally described on Exhibit A attached hereto and made a part hereof (the “SFG Property”); and

**WHEREAS**, the City is the owner of certain real estate located in City of Owensboro, Daviess County, Kentucky, as legally described on Exhibit B attached hereto and made a part hereof (the “City Property”, and together with the SFG Property, each a “Property”, and collectively, the “Properties”); and

**WHEREAS**, SFG desires, and the City is willing to grant to SFG, its successors and assigns, an easement for vehicular and pedestrian access, ingress, and egress in connection with the use and occupancy of the SFG Property, including, but not limited to, vehicle and pedestrian access to and from the SFG Property, in, on, upon, over, across and through that certain portion of the City Property as depicted on Exhibit C attached hereto and made a part hereof (the “Easement Parcel”).

**NOW, THEREFORE**, for and in consideration of the above Recitals, the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SFG and the City hereby agree as follows:

1. **Grant of Easement.** The City hereby grants, bargains, sells, and conveys unto SFG, its successors and assigns, as owner of the SFG Property, a revocable easement for vehicular and pedestrian access, ingress, and egress in connection with the use and occupancy of the SFG Property, including, but not limited to, vehicle and pedestrian access to and from the SFG Property, in, on, upon, over, across and through the Easement Parcel for the benefit of SFG, its successors and assigns. Either Party may terminate this Agreement at any time by giving at least ninety (90) days written notice to the other Party, at the address stated in Section 9 herein below.

2. Use of Easement Parcel. SFG may use the Easement Parcel for any reasonable purpose in the normal course of business, including, but not limited to, vehicular and pedestrian access, ingress, and egress in connection with the use and occupancy of the SFG Property, including, but not limited to, vehicle and pedestrian access to and from the SFG Property. SFG shall not unreasonably obstruct any portion of the Easement Parcel as to interfere with the City's use of the Easement Parcel.

3. Indemnification. To the maximum extent permitted by applicable law, SFG shall indemnify and hold the City and the City's lessees, employees, contractors, agents, customers, grantees, invitees, officers, directors, partners, shareholders, subsidiaries and parent entities (collectively, the "City Indemnified Parties") harmless from and against any damages, liability, actions, claims and expenses (including reasonable attorneys' fees) in connection with the loss of life, personal injury, damage to property or claims of lien for work or labor performed, or materials or supplies furnished, in connection with or arising from or out of SFG's use of the Easement Parcel. The indemnity and hold harmless provisions of the foregoing sentence shall not apply to damages, liability, actions, claims or expenses: (i) resulting wholly or in part from the tortious acts, gross negligence or willful misconduct of any City Indemnified Parties or (ii) occasioned wholly or in part by any act or omission of any City Indemnified Parties.

4. Covenants Running With the Land. All provisions of this Agreement shall be covenants running with the land and are binding upon and shall inure to the benefit of the successors, assigns, lessees, grantees, invitees and purchasers of the Parties and any and all future title holders of any of the Properties. Whenever a transfer of ownership of any Property occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of such Property or portion thereof being transferred.

5. Default; Limitation of Liability. If either Party shall default in the performance of its obligations hereunder, and such failure is not cured within thirty (30) days after notice thereof is given by the other Party, this Agreement shall be enforceable at law or in equity, provided, however, that consequential or punitive damages shall not be awarded in any event and in no event shall default by either Party cause the termination of such Party's rights in and to the Easement Parcel. The liability of each Party hereunder shall be limited to its interest in the Property which it owns. Each Party hereby agrees to look solely to the interest of the other Party in the Property which it owns for the recovery of any judgment against such other Party hereunder, and no Party shall be personally liable for any such judgment or deficiency after execution thereon.

6. Governing Law; Construction. This Agreement shall be governed by the laws of the State of Kentucky. If any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, the validity of the remaining part of such term or other terms of this Agreement shall not be affected thereby. This Agreement shall be construed to have been mutually prepared by the Parties. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the Parties to confer a commercially reasonable and usable right of enjoyment to and of the Easement Parcel is carried out.

7. Attorneys' Fees. If either Party shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement or to protect or establish any right or remedy hereunder, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs related thereto.

8. Amendments. This Agreement may be amended from time to time only by written instrument executed by the Parties, their respective successors and/or assigns.

9. Notices. Any notice required by or permitted under this Agreement shall be deemed to have been duly given on the third (3rd) business day after deposit in the U.S. mail if sent via certified mail, return receipt requested, upon delivery if personally delivered, or one (1) business day after deposit with a nationally recognized overnight courier service, addressed as follows:

If to SFG, to:

Specialty Foods Group, LLC  
6 Dublin Lane  
Owensboro, KY 42301  
Attention: Michael Bieger, President  
Matthew Ruecker, Chief Financial Officer

With a copy to:

McDermott Will & Emery LLP  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Attention: David R. Neville

If to the City, to:

City of Owensboro  
101 E. Fourth Street  
P.O. Box 10003  
Owensboro, KY 42303-9003  
Attention: Nate Pagan, City Manager

Any Party may change the place and/or person listed above and add persons to the above list for the giving of notices. Notice of any such change shall be given to the other Party no later than ten (10) days prior to the effective date of such change.

10. Recitals. The Recitals set forth above are hereby incorporated herein and made a part hereof.

11. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall be one and the same instrument.

**SPECIALTY FOODS GROUP, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, \_\_\_\_\_ of Specialty Foods Group, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she executed and delivered said instrument as his/her free and voluntary act, and the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public  
Notary ID \_\_\_\_\_  
(SEAL)

**THE CITY OF OWENSBORO**, a municipality of  
the State of Kentucky

By: \_\_\_\_\_  
Name: Thomas H. Watson  
Its: Mayor

STATE OF \_\_\_\_\_ )  
 ) §§.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, \_\_\_\_\_ of The City of Owensboro, a municipality of the State of Kentucky, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she executed and delivered said instrument as his/her free and voluntary act, and the free and voluntary act of said municipality, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
Notary ID \_\_\_\_\_  
(SEAL)

**EXHIBIT A**  
**SFG PROPERTY**

A PART OF OWENSBORO, DAVIESS COUNTY, KENTUCKY, DESCRIBED AS FOLLOWS:

BEGINNING A  $\frac{3}{4}$ " REBAR FOUND AT THE WEST RIGHT-OF-WAY LINE OF DUBLIN LANE AND THE NORTHEAST CORNER OF THE MARIETTO MORRELL PROPERTY SAID MORELL BEING A PART OF CHESTERFIELD COURTS ADDITION, SAID REBAR ALSO BEING SOUTH  $07^{\circ}02'52''$  EAST, 107.70 FEET FROM THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF OHIO STREET WHEN EXTENDED TO THE WEST RIGHT-OF-WAY LINE OF DUBLIN LANE, THE POINT OF BEGINNING;

THENCE SOUTH  $84^{\circ}08'02''$  WEST, A DISTANCE OF 251.89 FEET TO A  $\frac{1}{4}$ " REBAR FOUND; THENCE NORTH  $05^{\circ}58'42''$  WEST, A DISTANCE OF 80.88 FEET TO A POINT BEING EAST 0.94 FEET TO A  $\frac{1}{8}$ " REBAR FOUND; THENCE SOUTH  $86^{\circ}07'12''$  WEST, A DISTANCE OF 891.66 FEET TO A  $\frac{1}{8}$ " REBAR FOUND; THENCE NORTH  $03^{\circ}07'15''$  EAST, A DISTANCE OF 1,292.81 FEET TO A POINT; THENCE NORTH  $03^{\circ}07'15''$  EAST, A DISTANCE OF 190.16 FEET TO A POINT; THENCE NORTH  $77^{\circ}41'33''$  EAST, A DISTANCE OF 188.57 FEET TO A POINT; THENCE NORTH  $68^{\circ}56'36''$  FEET EAST, A DISTANCE OF 103.57 FEET TO A POINT; THENCE NORTH  $68^{\circ}56'36''$  EAST, A DISTANCE OF 250.26 FEET TO A POINT; THENCE SOUTH  $57^{\circ}13'49''$  EAST, A DISTANCE OF 26.76 FEET TO A POINT; THENCE SOUTH  $57^{\circ}17'20''$  EAST, A DISTANCE OF 69.03 FEET TO A POINT; THENCE SOUTH  $59^{\circ}27'56''$  EAST, A DISTANCE OF 132.22 FEET TO A POINT; THENCE SOUTH  $60^{\circ}35'11''$  EAST, A DISTANCE OF 146.10 FEET TO A POINT; THENCE SOUTH  $59^{\circ}35'16''$  EAST, A DISTANCE OF 98.37 FEET TO A POINT; THENCE SOUTH  $59^{\circ}13'42''$  EAST A DISTANCE OF 115.99 FEET TO A POINT; THENCE SOUTH  $59^{\circ}32'27''$  EAST, A DISTANCE OF 147.44 FEET TO A POINT; THENCE SOUTH  $54^{\circ}22'36''$  EAST, A DISTANCE OF 56.74 FEET TO A POINT; THENCE SOUTH  $76^{\circ}19'49''$  EAST, A DISTANCE OF 63.12 FEET TO A POINT; THENCE SOUTH  $67^{\circ}38'19''$  EAST, A DISTANCE OF 213.60 FEET TO A POINT; THENCE SOUTH  $63^{\circ}40'25''$  WEST, A DISTANCE OF 253.86 FEET TO A  $\frac{3}{4}$ " REBAR FOUND; THENCE SOUTH  $63^{\circ}40'25''$  WEST, A DISTANCE OF 164.27 FEET TO A  $\frac{3}{4}$ " REBAR FOUND; THENCE SOUTH  $53^{\circ}28'01''$  WEST, A DISTANCE OF 99.88 FEET TO A  $\frac{3}{4}$ " REBAR FOUND; THENCE SOUTH  $07^{\circ}02'33''$  EAST, A DISTANCE OF 260.96 FEET TO A  $\frac{3}{4}$ " REBAR FOUND; THENCE SOUTH  $84^{\circ}54'45''$  WEST, A DISTANCE OF 40.03 FEET TO A PK NAIL FOUND; THENCE SOUTH  $07^{\circ}02'47''$  EAST, A DISTANCE OF 636.00 FEET TO THE POINT OF BEGINNING. CONTAINING 38.607 ACRES

ALSO

BEGINNING AT A  $\frac{1}{2}$ " REBAR FOUND AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF LOCK AVENUE AND THE EAST RIGHT-OF-WAY LINE OF DUBLIN LANE, THE POINT OF BEGINNING;

THENCE NORTH  $07^{\circ}01'36''$  WEST, A DISTANCE OF 122.93 FEET ALONG THE EAST RIGHT OF WAY LINE OF DUBLIN LANE TO A  $\frac{3}{4}$ " PIPE FOUND; THENCE NORTH  $85^{\circ}22'28''$  EAST, A DISTANCE OF 114.18 TO A  $\frac{3}{4}$ " REBAR FOUND; THENCE SOUTH  $05^{\circ}28'34''$  EAST, A DISTANCE



OF 126.86 FEET TO A ½" REBAR FOUND; THENCE SOUTH 87°27'15" WEST, A DISTANCE OF 110.99 FEET TO THE POINT OF BEGINNING. CONTAINING 0.322 ACRES

ALSO

BEGINNING AT A ½" REBAR FOUND AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OHIO STREET WITH THE EAST RIGHT-OF-WAY LINE OF DUBLIN LANE, THE POINT OF BEGINNING;

THENCE NORTH 07°02'41" WEST, A DISTANCE OF 259.68 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF DUBLIN LANE TO A ½" REBAR FOUND; THENCE NORTH 85°34' 49" EAST, A DISTANCE OF 130.00 FEET TO A POINT; THENCE SOUTH 03°41'43" EAST, A DISTANCE OF 259.48 FEET TO A ½" REBAR FOUND; THENCE SOUTH 85°36'35" WEST, A DISTANCE OF 114.83 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.729 ACRES.

AND BEING ALSO DESCRIBED AS TRACT 1, TRACT 2 (T-2) AND TRACT 3 (T-3) ON MINOR SUBDIVISION PLAT FOR FIELD PACKING COMPANY RECORDED IN PLAT BOOK 17, PAGE 224 IN THE OFFICE OF THE CLERK OF COURT OF DAVIESS COUNTY, KENTUCKY.

**EXHIBIT B**  
**CITY PROPERTY**

[Real property acquired by The City of Owensboro pursuant to or as evidence by Deeds recorded in Deed Book 667, Page 802, Deed Book 679, Page 894, and Plat Book 26, Page 336]<sup>1</sup>

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<sup>1</sup> Confirm City land legal description

17299

DEED

THIS DEED made and entered into this 11<sup>th</sup> day of <sup>Nov</sup>~~October~~, 1996, by

and between CHARLES MEDLEY & ASSOCIATES, A Limited Liability <sup>BOOK 667 PAGE 802</sup>  
Corporation, organized under the laws of the Commonwealth of Kentucky, 1810  
Littlewood Drive, Owensboro, Kentucky 42301, FIRST PARTY, and THE CITY  
OF OWENSBORO, KENTUCKY, a Municipal Corporation of the Second Class,  
P. O. Box 1003, Owensboro, Kentucky 42302-9003, SECOND PARTY.

WITNESSETH: That for and in consideration of the sum of Twenty-One  
Thousand Five Hundred Dollars (\$21,500.00) paid to First Party, the receipt and  
sufficiency of which is hereby acknowledged, First Party has bargained and sold,  
and by these presents does hereby bargain, sell, grant, and convey unto Second  
Party, its successors and assigns forever, a certain tract of land situated at 2301  
Ebach Street, in the City of Owensboro, Daviess County, Kentucky, which  
property is more particularly described as follows:

Beginning at an iron pin in the north margin of Ebach  
Street, said iron pin also being a corner to the land  
currently owned by Audrey Alvey, thence with the  
north margin of Ebach Street S 83 degrees 43 minutes  
53 seconds West 45.61 feet to an iron pin being a  
corner to the remaining land of Charles Medley and  
Associates, L.L.C., thence with the remaining land of  
Charles Medley and Associates, L.L.C. as follows:  
N 03 degrees 07 minutes 15 seconds E (passing  
alignment pins at 400 and 800 feet) in total 1160.89  
feet to an iron pin, thence N 70 degrees 46 minutes  
17 seconds E 48.65 feet to an iron pin corner to Charles  
Medley and Associates and in a line of the land currently  
owned by Field Packing Company, thence with the line of  
Field Packing S 03 degrees 07 minutes 15 seconds West  
(passing an iron pipe corner of Field Packing and Audrey  
Alvey at 1092.84 feet) in total 1171.95 feet to the point  
of beginning containing 1.20 acres as per survey by  
J. William Weikel, Jr., for Bryant Engineering, Inc.

Said survey plat was approved by the Owensboro  
Metropolitan Planning Commission on October 10,  
1996, and is recorded in Plat Book 25, Page 304,  
in the Office of the Daviess County Clerk.

11-14-96 Mail to: David Fowler  
PO BOX 10003  
Owensboro, Ky 42302-9003

77022

77022

AND BEING A PORTION OF property identified as Tract 1 in Exhibit A to a Deed of Conveyance from Medley Distilling Company, c/o United Distillers Manufacturing, Inc., to First Party, which deed is dated November 7, 1995, and is recorded in Deed Book 655, page 268, in the Office of the Daviess County Clerk.

TO HAVE AND TO HOLD , in fee simple, the above-described parcel of property, together with all of the rights, privileges, appurtenances, and improvements thereunto belonging or in anywise appertaining, unto Second Party, its successors and assigns forever, with covenant of GENERAL WARRANTY as hereinabove set forth.

BOOK 667 PAGE 803

STATEMENT OF CONSIDERATION: Through the undersigned, First and Second Parties do hereby certify, pursuant to KRS Chapter 382, that the above-stated consideration is the true, correct, and full consideration for the property herein conveyed. We further certify our understanding that falsification of the stated consideration of the property is a Class D Felony, subject to one to five years imprisonment and fines up to \$10,000.00.

IN TESTIMONY WHEREOF, witness the signatures of First Party and Second Party, by and through their duly authorized officers, on this the day and year first hereinabove written.

FIRST PARTY:

CHARLES MEDLEY & ASSOCIATES, L.L.C.

By Charles C. Medley  
Manager

SECOND PARTY:

THE CITY OF OWENSBORO, KENTUCKY

By Waymond O. Morris  
Waymond O. Morris, Mayor

STATE OF KENTUCKY)  
 ) SS:  
COUNTY OF DAVIESS)

The foregoing deed was subscribed and sworn to before me by  
Charles W. Medley, Manager of Charles Medley & Associates, on this the  
11<sup>th</sup> day of ~~October~~ <sup>November</sup> 1996.

(Rmm)

BOOK 667 PAGE 804

Rhonda M. Midkiff  
Notary Public, State of Kentucky at Large  
My commission expires: 7/10/97

STATE OF KENTUCKY)  
 ) SS:  
COUNTY OF DAVIESS)

The foregoing deed was subscribed and sworn to before me by  
Waymond O. Morris, Mayor, for and on behalf of the City of Owensboro,  
Kentucky, on this the 11<sup>th</sup> day of ~~October~~ <sup>November</sup> 1996.

(CB)

Carol Blake  
Notary Public, State of Kentucky at Large  
My commission expires: 2-22-98

THIS INSTRUMENT PREPARED BY:

David C. Fowler  
City Attorney  
P. O. Box 10003  
Owensboro, KY 42302-9003

David C. Fowler  
David C. Fowler

DAVID C. FOWLER  
BY DAVID C. FOWLER CLERK

96 NOV 13 11:57

LC0570  
AND 11:00

GENERAL WARRANTY DEED

BOOK 679 PAGE 894

16610

Property Transfer Tax Paid 1.00  
Mike Libs. Clerk BZ D.C.

THIS DEED made and entered into on this the 5<sup>th</sup> day of November, 1997, by and between CHARLES MEDLEY & ASSOCIATES, A Limited Liability Corporation, organized under the laws of the Commonwealth of Kentucky, 1810 Littlewood Drive, Owensboro, Kentucky 42301, FIRST PARTY, and the CITY OF OWENSBORO, KENTUCKY, a Municipal Corporation of the Second Class, 101 East Fourth Street, P. O. Box 10003, Owensboro, Kentucky 42302-9003, SECOND PARTY.

WITNESSETH: That for and in consideration of the sum of Eight Hundred Forty-Five Dollars and Eighty-Two Cents (\$845.82) paid to First Party, the receipt of which is hereby acknowledged, First Party has bargained and sold, and does by these presents hereby grant, bargain, sell and convey unto Second Party, its successors and assigns forever, a certain tract of land lying on the northwest corner of Ebach Street and River Road extended, in the City of Owensboro, Daviess County, Kentucky, and more particularly described as follows:

Beginning at a 1/2 inch rebar found marking the southwest corner of a 1.20 acre tract owned by the City of Owensboro, said rebar being in the north right-of-way of Ebach Street; thence South 83 degrees 43 minutes 53 seconds West along the north right-of-way of Ebach Street 22.00 feet to a 1/2 inch rebar set; thence North 03 degrees 07 minutes 15 seconds East and parallel with the west line of said 1.20 acre tract 43.76 feet to a 1/2 inch rebar set; thence North 12 degrees 50 minutes 23 seconds East 128.57 feet to a 1/2 inch rebar set on the west line of said 1.20 acre tract; thence South 03 degrees 07 minutes 15 seconds West along the west line of said 1.20 acre tract 166.90 feet to the point of beginning and containing 0.052 acres (2,286 square feet per survey by Bryant Engineering, Inc. on October 10, 1997.

Said survey and division plat was approved by the Owensboro Metropolitan Planning Commission on October 23, 1997, and is recorded in Plat Book 26, page 336, in the Office of the Daviess County Clerk.

Access road to Field Packing Co.

MAIL TO  
DAVID FOWLER  
CITY ATTORNEY  
P.O. BOX 10003  
OWENSBORO, KY 42302-9003

AND BEING a portion of the same property conveyed to First Party from Medley Distilling Company, c/o United Distillers Manufacturing, Inc., by deed dated November 7, 1995, and recorded in Deed Book 655, page 268, in the Office of the Daviess County Clerk.

TO HAVE AND TO HOLD the above-described real estate, together with all rights, privileges, and appurtenances thereunto belonging or in anywise appertaining, unto the Second Party, its successors and assigns forever with  
BOOK 679 PAGE 1895  
covenant of GENERAL WARRANTY.

This conveyance is subject to any and all legal and existing rights, easements, and restrictions of record which affect said property, including applicable ordinances and regulations of the Owensboro Metropolitan Planning Commission.

First Party states and represents that to the best of its knowledge and belief, no environmentally hazardous substances have been used, stored, or disposed of in or on the above-described real property and no such hazardous waste contamination exists thereon.

First Party and Second Party certify that the consideration reflected in this Deed of Conveyance is the full consideration paid by Second Party to First Party for the above-described real estate.

IN TESTIMONY WHEREOF, witness the signatures of First Party and Second Party on this the day and date first hereinabove written.

FIRST PARTY:

CHARLES MEDLEY & ASSOCIATES, L.L.C.

By Charles W. Medley, Manager  
Charles W. Medley, Manager

SECOND PARTY:

CITY OF OWENSBORO, KENTUCKY

By Ronald L. Payne, City Manager  
Ronald L. Payne, City Manager

ATTEST:

Carol Blake  
Carol Blake, City Clerk

The foregoing Deed was subscribed and sworn to before me by Charles W. Medley, Manager of Charles Medley & Associates, L.L.C., for and on behalf of said corporation, First Party herein, on this the 5<sup>th</sup> day of November, 1997.

Anna Lois Thompson  
Notary Public, State of Kentucky at Large  
My commission expires: June 21, 2000

BOOK 679 PAGE 896

The foregoing Deed was subscribed and sworn to before me by Ronald L. Payne, City Manager, and attested by Carol Blake, City Clerk, for and on behalf of the City of Owensboro, Kentucky, Second Party herein, on this the 5th day of November, 1997.

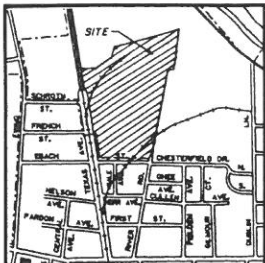
Anna Lois Thompson  
Notary Public, State of Kentucky at Large  
My commission expires: June 21, 2000

*David C. Fowler*  
 David C. Fowler  
 City Attorney  
 101 East Fourth Street  
 P. O. Box 10003  
 Owensboro, Kentucky 42302-9003

97 NOV -6 13:11  
DAVIDSON, BETTY CLERK  
BY *Bx* 100

[illegible]





VICINITY MAP

THE SUBJECT PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREAS AE AND X AS PER F.I.R.M. NO. 21059C0120 G, EFFECTIVE MARCH 3, 1997. BASE FLOOD ELEVATION: 389

THE PROPERTY DESCRIBED HEREON IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### OWNER'S CERTIFICATION

I, THE UNDERSIGNED OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT I HAVE LAID-OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAYOFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT, AND DO HEREBY ACCEPT THIS SURVEY. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

Signed: *Charles W. Medley*

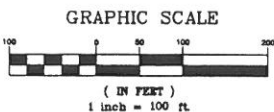
*Konrad R. Ruff*  
CITY OF OWENSBORO

### O. M. P. C. APPROVAL

APPROVED: *Ron Ruff*  
DIRECTOR

DATE: 10/23/97

THIS PLAT SHALL BECOME NULL & VOID UNLESS RECORDED IN THE COUNTY CLERK'S OFFICE ON OR BEFORE 10/23/97.



FLEISCHMANN'S DISTILLERY  
DEED BOOK 544, PAGE 891

1/2" REBAR W/CAP  
NO. 2813 FOUND (TYP.)

WASTE TREATMENT PLANT

S 70°46'17" W  
48.65'

CHAIN LINK FENCE

CITY OF OWENSBORO  
DEED BOOK 667, PAGE 802  
PLAT BOOK 25, PAGE 304  
1.20 ACRES  
+ 0.052 ACRES  
1.252 ACRES TOTAL

CHARLES MEDLEY AND ASSOCIATES, L.L.C.  
LOT TRACT NO. 1

NOTE:  
REMAINDER PLOTTED FROM SURVEY BY  
CHARLES R. EVANS DATED 11-09-81  
AS RECORDED AT SIMMONS SURVEYING AND  
REFERENCED BY PLAT NO. CE-608 AND  
TB-3-2  
(AREA NOT SURVEYED AT THIS TIME)

23.236 ACRES  
- 0.052 ACRE  
23.184 ACRES REMAINING

FIELD PACKING COMPANY  
COMMISSIONER'S DEED BOOK K, PAGE 526  
COMMISSIONER'S DEED BOOK M, PAGE 308  
DEED BOOK 98, PAGE 471  
DEED BOOK 108, PAGE 103  
DEED BOOK 120, PAGE 349  
DEED BOOK 132, PAGE 489  
DEED BOOK 133, PAGE 325  
DEED BOOK 147, PAGE 223  
DEED BOOK 189, PAGE 143  
DEED BOOK 198, PAGE 102  
DEED BOOK 200, PAGE 98  
DEED BOOK 213, PAGE 348

NOTE:  
THE 0.052 ACRE TRACT SHALL BE  
USED ONLY FOR PUBLIC UTILITIES

THE PROPERTY DESCRIBED HEREON IS  
SUBJECT TO ALL LEGAL EASEMENTS AND  
RIGHTS-OF-WAY OF RECORD.

### SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY DIRECTION BY THE METHOD OF RANDOM CLOSED TRAVERSE, OF WHICH THE UNADJUSTED MATHEMATICAL ERROR OF CLOSURE RATIO EXCEEDS 1 : 10,000 AND THAT THE BEARINGS AND DISTANCES SHOWN HEREON HAVE NOT BEEN ADJUSTED FOR CLOSURE. THE BEARINGS SHOWN HEREON ARE TAKEN FROM A PLAT OF THE FIELD PACKING CO. PROPERTY AS RECORDED IN PLAT BOOK 17, PAGE 224 IN THE OFFICE OF THE DAVESS COUNTY COURT CLERK. THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCORDING TO THE INFORMATION AVAILABLE TO ME.

*Mark A. Chamness* 10-21-97  
MARK A. CHAMNESS, KY P.L.S. NO. 3288 DATE

16608 2301 EBACH STREET  
**CHARLES MEDLEY AND  
ASSOCIATES, L.L.C.**  
TO  
**THE CITY OF OWENSBORO**

PROPERTY DIVISION  
EBACH STREET  
OWENSBORO,  
DAVESS COUNTY, KENTUCKY  
ZONED I-2

10-10-97

**BEi** BRYANT  
ENGINEERING  
INC.  
Civil Engineering • Land Surveying  
3006 FAIRVIEW DRIVE  
P.O. BOX 2022  
OWENSBORO, KENTUCKY 42302  
502-685-2811

**EXHIBIT C**

**EASEMENT PARCEL**

