

**RESOLUTION NO. \_\_\_\_:2019**

**WHEREAS**, the City of Morehead, Kentucky, hereinafter referred to as "City" and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as "Cabinet" entered into an agreement on November 29, 1990 in which the Cabinet agreed to acquire parcels along US 60 Bypass Project in the City of Morehead and convey these parcels to the City;

**WHEREAS**, there are remaining obligations pursuant to the November 29, 1990 Agreement;

**WHEREAS**, the Cabinet and City agree that the November 29, 1990 needs amending and made current and have agreed to an Amended Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Morehead, Kentucky Board of City Council that the Agreement Between Commonwealth of Kentucky Transportation Cabinet Department of Highways and the City of Morehead Supplemental Agreement, in which the City agrees to purchase the property described on Exhibit A to this Resolution and Attachment B to said Agreement and agrees to reimburse the Commonwealth \$94,000 for said property, a copy of which is attached hereto is approved and the Mayor is authorized and directed to execute said document on the City of Morehead's behalf.

Passed and adopted by the City Council of the City of Morehead this 13<sup>th</sup> day of May 2019.

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Laura White Brown, Mayor

ATTEST:

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Crissy Cunningham, City Clerk

## EXHIBIT A

### **Parcel A**

A certain parcel of land lying on the waters of Triplett Creek, within the corporate limits of the City of Morehead, County of Rowan, Commonwealth of Kentucky and more particularly described as follows:

Beginning at a 5/8" rebar with cap stamped "VISION PLS 3674" (set rebar) set 65.93 feet left of Wilkinson Blvd. centerline station 130+54.80; thence with a new severance line for one (1) call:

1. South 64° 01' 01" East 229.30 feet to a set rebar, in the line of the parcel now of formerly conveyed to the City of Morehead, Kentucky in Deed Book 267, Page 254, thence with the line of the City of Morehead, Kentucky for one (1) call:
2. South 25° 41' 02" West 44.56 feet to a set rebar in the line of the City of Morehead (Anglin Ave. abandoned); thence with said line for one (1) call:
3. North 71° 33' 19" West 229.86 feet to a set rebar 67.56 feet left of Wilkinson Blvd. centerline station 131+29.52; thence with a new severance line and the existing Control of Access fence for one (1):
4. North 24° 42' 27" East 74.73 feet to the Point of Beginning containing 0.313 Acre.

### **Drainage Easement**

There is reserved by the Grantor, a variable width Permanent Drainage and Maintenance Easement, along the northern line of the above described Parcel A as described as follows:

Beginning at a 5/8" rebar with cap stamped "VISION PLS 3674" (set rebar) set 65.93 feet left of Wilkinson Blvd. centerline station 130+54.80; thence with a new severance line for one (1) call:

1. South 64° 01' 01" East 229.30 feet to a set rebar, in the line of the parcel now of formerly conveyed to the City of Morehead, Kentucky in Deed Book 267, Page 254, thence with the line of the City of Morehead, Kentucky for one (1) call:
2. South 25° 41' 02" West 44.56 feet to a set rebar in the line of the City of Morehead (Anglin Ave. abandoned); thence with said line for one (1) call:
3. North 71° 33' 19" West 9.76 to a point 285.77 feet left of Wilkinson Blvd. centerline station 131+00.76; thence with a new severance line for one (1) call:
4. North 63° 52' 55" West 218.83 feet to a point on the eastern Right-of-Way line, 66.92 feet left of Wilkinson Blvd. centerline station 131+00.13; thence with said Right-of-Way line for one (1) call:

5. North 24° 42' 27" East 45.33 feet to the Point of Beginning.

This being a portion of the parcel conveyed to the Commonwealth of Kentucky in Deed Book 166, Page 517 (Parcel 23 & 23A) of the Rowan County Clerk's records.

### **Parcel B**

A certain parcel of land lying on the waters of Triplett Creek, within the corporate limits of the City of Morehead, County of Rowan, Commonwealth of Kentucky and more particularly described as follows:

Beginning at a set rebar 67.86 feet left of Wilkinson Blvd. centerline station 131+43.50 and being in the line of the City of Morehead (Anglin Ave. abandoned); thence with said line for one (1) call:

1. South 71° 33' 21" West 229.62 feet to a set rebar in the line of the Triplett Creek Flowage Easement as conveyed to the City of Morehead in Deed Book 88, Page 358, Deed Book 88, Page 212, Deed Book 88, Page 230, Deed Book 88, Page 263 and depicted in Plat Cabinet 1, Slide 389, thence with the line of said Flowage Easement as defined in Deed Book 153, Page 506 and Deed Book 160, Page 58 and a new severance line for two (2) calls:
2. South 27° 44' 57" West 147.80 feet to a set rebar;
3. South 26° 07' 07" West 59.19 feet to a set rebar, a corner to the parcel conveyed to Kentucky Utilities Company in Deed Book 57, Page 297 and Deed Book 186, Page 58; thence with the line of said Kentucky Utilities Company for three (3) calls:
4. North 73° 21' 10" West 139.30 feet to a set rebar;
5. South 25° 22' 09" West 149.41 feet to a found 5/8" rebar with cap stamped "LS 2187" (found rebar);
6. South 25° 22' 09" West 9.46 feet to a set rebar in the northern line of an access easement; thence with said northern line for two (2) calls:
7. North 64° 07' 05" West 29.86 feet;
8. North 63° 00' 19" West 49.38 feet to a set rebar 75.63 feet left of Wilkinson Blvd. centerline station 135+00.93; thence with a new severance line and the existing Control of Access fence for one (1) call:
9. North 24° 42' 27" East 357.52 feet to the Point of Beginning containing 1.350 Acres.

This being a portion of the parcels conveyed to the Commonwealth of Kentucky in Deed Book 153, Page 327 (Parcel 24 & 24A), Deed Book 153, Page 506 (Parcel 25 & 25A), Deed Book 160, Page 58 (Parcel 27 & 27A) and Deed Book 153, Page 321 (Parcel 28 & 28A) of the Rowan County Clerk's records.

## **Parcel C**

A certain parcel of land lying on the waters of Triplett Creek, within the corporate limits of the City of Morehead, County of Rowan, Commonwealth of Kentucky and more particularly described as follows:

Beginning at a set rebar 75.61 feet left of Wilkinson Blvd. centerline station 135+12.56 in the southern line of an access easement; thence with said southern line for one (1) call:

1. South 60° 56' 47" East 34.85 to a found rebar, a corner to the parcel conveyed to Ralph Davis in Deed Book 228, Page 331; thence with the line of Davis for two (2) calls:
2. South 24° 09' 35" West 89.31 feet to a found rebar;
3. South 49° 39' 52" East 84.34 feet to a set rebar in the line of the Triplett Creek Flowage Easement as conveyed to the City of Morehead in Deed Book 88, Page 358, Deed Book 88, Page 212, Deed Book 88, Page 230, Deed Book 88, Page 263 and depicted in Plat Cabinet 1, Slide 389, thence with the line of said Flowage Easement as defined in Deed Book 153, Page 261, Deed Book 153, Page 71, Deed Book 160, Page 61, Deed Book 153, Page 282, Deed Book 166, Page 522, Deed Book 153, Page 264 and Deed Book 153, Page 324 and a new severance line for ten (10) calls:
4. South 28° 06' 06" West 81.53 feet to a found rebar;
5. South 18° 39' 40" West 90.22 feet to a found rebar;
6. South 29° 14' 34" West 77.17 feet to a found rebar;
7. South 23° 05' 10" West 62.05 feet to a set rebar;
8. South 43° 03' 12" West 134.47 feet to a set rebar;
9. South 43° 02' 44" West 139.54 feet to a set rebar;
10. South 65° 27' 01" East 18.88 feet to a set rebar;
11. South 24° 06' 53" West 32.94 feet to a set rebar;
12. North 65° 04' 27" West 17.43 feet to a set rebar;
13. South 21° 36' 13" West 49.48 feet to a set rebar, a corner to the parcel conveyed to the City of Morehead, Kentucky in Deed Book 88, Page 358; thence with the line of said City of Morehead for one (1) call:
14. North 65° 35' 16" West 49.94 feet to a set rebar 75.89 feet left of Wilkinson Blvd. centerline station 142+81.87; thence with a new severance line and the existing Control of Access fence for twelve (12) calls:
15. North 23° 14' 08" East 65.83 feet;
16. North 26° 28' 20" East 52.83 feet;
17. North 25° 46' 50" East 36.40 feet;
18. North 24° 44' 58" East 62.38 feet;
19. North 26° 15' 25" East 113.29 feet to a found KYTC aluminum Right-of-Way disk;
20. North 22° 02' 19" East 86.82 feet;
21. North 24° 22' 37" East 12.02 feet;
22. North 27° 39' 24" East 151.44 feet;

23. North 26° 59' 12" East 67.22 feet;
24. North 26° 55' 50" East 40.01 feet;
25. North 27° 27' 29" East 41.36 feet;
26. North 26° 04' 55" East 38.25 feet to the Point of Beginning containing 1.648 Acres.

### **Drainage and Maintenance Easements**

There is reserved by the Grantor, a 50.00 foot Permanent Drainage and Maintenance Easement, along the northern line of the above described Parcel C as described as follows:

Beginning at a point 73.87 feet left of Wilkinson Blvd. centerline station 136+25; thence with an existing easement line for one (1) call:

1. South 64° 12' 32" East 121.03 feet to a point 194.90 feet left of Wilkinson Blvd. centerline station 136+24.66; thence with a new severance line for one (1) call:
2. South 28° 06' 06" West 50.38 feet to a point 193.02 feet left of Wilkinson Blvd. centerline station 136+75; thence with an existing easement line for one (1) call:
3. North 64° 02' 50" West 120.05 feet to a point 72.97 feet left of Wilkinson Blvd. centerline station 136+75; thence with a new severance line North 26° 59' 34" East 50.00 feet to the Point of Beginning.

There is reserved by the Grantor, a 50.00 foot Permanent Drainage and Maintenance Easement, along the northern line of the above described Parcel C as described as follows:

Beginning at a point 74.30 feet left of Wilkinson Blvd. centerline station 141+49.96; thence with an existing easement line for one (1) call:

1. South 64° 18' 35" East 60.84 feet to a point 135.81 feet left of Wilkinson Blvd. centerline station 141+49.93; thence with a new severance line for three (3) call:
2. South 43° 02' 44" West 49.35 feet;
3. South 65° 27' 01" East 18.88 feet;
4. South 24° 06' 53" West 24° 06' 53" West 3.28 feet to a point 139.83 feet left of Wilkinson Blvd. centerline station 142+00.83; thence with an existing easement line for one (1) call:
5. North 64° 18' 35" West 65.63 feet to a point 74.30 feet left of Wilkinson Blvd. centerline station 142+00.44; thence with a new severance line for two (2) calls:
6. North 26° 28' 20" East 38.24 feet;
7. North 25 46' 50" East 11.76 feet to the Point of Beginning.

This being a portion of the parcels conveyed to the Commonwealth of Kentucky in Deed Book 157, Page 613 (Parcel 29), Deed Book 153, Page 261 (Parcel 30 & 30A), Deed Book 153, Page 71 (Parcel 31 & 31A), Deed Book 160, Page 61 (Parcel 32 & 32A),

Deed Book 153, Page 282 (Parcel 33 & 33A), Deed Book 166, Page 522 (Parcel 34 & 34A), Deed Book 153, Page 264 (Parcel 35 & 35A) and Deed Book 153, Page 324 (Parcel 36 & 36A) of the Rowan County Clerk's records.

**AGREEMENT BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
AND THE  
CITY OF MOREHEAD  
SUPPLEMENTAL AGREEMENT**

**WHEREAS**, the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Cabinet**,” entered into an agreement with the City of Morehead, hereinafter referred to as the “**City**,” on November 29, 1990 in which the **Cabinet** agreed to acquire parcels along the US 60 Bypass Project (Item No. 9-250) in the City of Morehead and convey these parcels to the **City**. The **City** agreed to accept the parcels and designate the parcels as Green Space Area or Park. The **City** agreed to reimburse the **Cabinet** for the after value of the remainders of the parcels listed in the Agreement (Attachment A).

**WHEREAS**, there are remaining obligations to be performed by the **City** and the **Cabinet**, listed in Article I, in the November 29, 1990 agreement, and have remained unaccomplished;

**WHEREAS**, the **Cabinet** and the **City** both agree that the November 29, 1990 agreement is in need of amending and made current;

**WHEREAS**, the **City** desires to utilize the parcels as public use for the benefit of the **City** and its citizens, and the **Cabinet** is in agreement that the parcels can be utilized for public use purposes;

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

**CITY OF MOREHEAD  
US 60 WILKINSON BLVD.  
SUPPLEMENTAL AGREEMENT**

1. The **Cabinet** agrees to accept the amount of \$94,000 from the **City** as reimbursement for the parcels adjacent to US 60 that were acquired by the **Cabinet** as part of the November 29, 1990 Agreement. (An updated and revised survey of the parcels is attached to this Supplemental Agreement as Attachment B.) The **Cabinet** agrees that the **City** may use the parcels for public use, with no further restrictions other than for those required to maintain and keep in place current easements.
2. The **City** agrees to reimburse the **Cabinet** \$94,000 for the acquisition of the parcels as shown in Attachment B. The **City** agrees to reimburse the **Cabinet** \$94,000 within sixty (60) days of the signature of the Secretary of the Transportation Cabinet on this Supplemental Agreement.
3. Upon the **Cabinet's** receipt of payment of \$94,000 (Ninety-Four THOUSAND dollars) from the **City** for the acquisition of the parcels, the **Cabinet** will execute a Deed of Conveyance to the **City** conveying full title to the **City**.
4. The **Cabinet** reserves the right to cancel this Agreement at any time deemed to be in the best interest of the **Cabinet** by giving thirty (30) days written notice of such cancellation to the **City**. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **City** and the **Cabinet** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Supplemental Agreement shall be at the mutual consent of the **City** and the **Cabinet** and be evidenced in writing.
5. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.



**CITY OF MOREHEAD  
US 60 WILKINSON BLVD.  
SUPPLEMENTAL AGREEMENT**

6. The **City** will pass a resolution authorizing the Mayor to sign this Supplemental Agreement on behalf of the **City**. An acceptable Resolution shall contain the description of the project and amount of funds being reimbursed. Furthermore, the **City** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

**CITY OF MOREHEAD  
US 60 WILKINSON BLVD.  
SUPPLEMENTAL AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by their officers thereunto duly authorized.

**CITY OF MOREHEAD**

**COMMONWEALTH KENTUCKY  
TRANSPORTATION CABINET**

\_\_\_\_\_  
**Laura White-Brown  
Mayor**

\_\_\_\_\_  
**Greg Thomas  
Secretary**

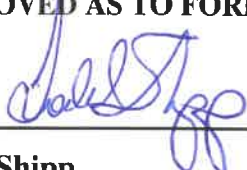
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**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM & LEGALITY**

**APPROVED AS TO FORM & LEGALITY**

\_\_\_\_\_  
**City Attorney  
City of Morehead**

  
\_\_\_\_\_  
**Todd Shipp  
Office of Legal Services**

**DATE:** \_\_\_\_\_

**DATE:** 3/27/19

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of November, 1990, by and between the City of Morehead, hereinafter referred to as "City" and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as "Cabinet".

## WITNESSETH:

WHEREAS, the Cabinet has a project underway for the Design, Right of Way Acquisition and Construction of a US 60 Bypass in Morehead identified as; Item No. 9-250.00. Rowan County, SSP 103 0060 007-010 035R.

WHEREAS, the City has requested that the remainders of Parcels Numbered 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 to be acquired by the Cabinet, be conveyed to the City as a designated Green Space Area or Park.

NOW, THEREFORE, in the public interest, and specifically in the interest of properly coordinating the actions and responsibilities of the two captioned agencies and in the interest of conserving public funds, the following is hereby set out and agreed to by the respective parties.

## ARTICLE I. Obligations by Cabinet and City

## 1. The Cabinet shall:

- (1) Appraise and acquire the needed right of way including the remainders of the parcels enumerated hereinabove.
- (b) Provide relocation assistance services, including the cemetery located on Parcel No. 29.
- (c) Provide property management services to include disposition of the improvements, except, the improvements located on Parcel No. 33 which are outside the access control right of way fence.
- (d) Convey to the City the remainder of the parcels enumerated hereinabove for their approved appraisal after values, subject to the approval of the Secretary of Finance and Administration and the Governor.

## 2. The City shall:

- (a) Reimburse the Cabinet for the after value of the remainders of the parcels enumerated hereinabove.
- (b) Convey to the Cabinet the needed right of way and easements for Parcel No. 37 owned by the City for no monetary consideration.

## ARTICLE II. Cooperation

The Cabinet and City agree to cooperate fully such that all work can be accomplished as expeditiously as possible. Upon execution of the agreement, Cabinet will proceed with the acquisition of right of way, relocation assistance and property management services mentioned in ARTICLE I, Section 1. (a), (b) and (c). City upon receipt of executed deed(s) for the remainder parcels enumerated hereinabove, and bill from the Cabinet make payment for the remainder parcels, the after value amounts, per ARTICLE I, Section 2, (a).

## ARTICLE III. Disputes

Any disputes concerning a question of fact in connection with the work or performance of obligations of the parties not disposed of by this agreement between the City and the Cabinet shall be worked out to the mutual satisfaction of the City and the Cabinet. In the event the parties are unable to agree, the Secretary of the Cabinet shall resolve any disputes and his determination shall be final and conclusive.

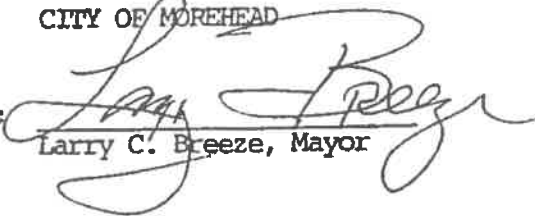
## ARTICLE IV. Termination

The City and Cabinet upon mutual written agreement may terminate and cancel this agreement. Work begun shall be completed in an acceptable manner and all costs connected therewith shall be paid by the City.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument as of the day and year as written above.


CITY OF MOREHEAD

By:

  
Larry C. Breeze, Mayor

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS

By:

  
Milo D. Bryant  
Secretary of Transportation  
and Commissioner of Highways

APPROVED, FORM AND LEGALITY:

  
OFFICE OF GENERAL COUNSEL  
TRANSPORTATION CABINET

## INDIVIDUAL'S CONTRIBUTION

### PURPOSE OF PLAT

**CAUTION:**  
MAINTAIN 15 IN. CLEARANCE BETWEEN EQUIPMENT  
AND NEAREST OBSTACLE DURING INVERTING OPERATION.

**Kentucky811**  
Call 811 Before You Dig.

YOU DID CALL KENTUCKY 811 BY DIALING 811  
0-752-8007; OR CALL THE INDIVIDUAL UTILITY  
COMPANIES TO VERIFY THE LOCATIONS OF ALL UTILITIES