

# Jessamine County Board of Education

## Agenda Item



**Jessamine  
County  
Schools**

- Consent Agenda
- Action Item
- Report
- Information

**Meeting Date:** January 22, 2023

**Staff Contact Person:** Jason U'Wren, Director of Finance

**Subject:** West Shared Use Trail Parcel 1

**Background:** The Kentucky Transportation Cabinet (KYTC) Division of Right of Way & Utilities is presenting an offer of \$85,300.00 to purchase 4,700 feet of property along Wilmore Road (KY 29) from Cooks Lane to Allie Run. The parcel contains 1.313 acres (57,174.9 square feet)

**Budget Implications:** Addition to General Fund contingency

**Superintendent's Recommendation:** Accept the proposed offer of \$85,300.00 for the property along Wilmore Road (KY 29) and approve signature on the deed of conveyance.

Offer Date: 12/8/2023

Jessamine 7-3215.00-SYP  
9238001R TAP 4003010  
KY-29  
Parcel: 1

Re: Offer to Purchase (Partial)

Dear Jessamine County Board of Education,

Your property is needed for construction of:

WEST HIGH SHARED USE TRAIL - CONSTRUCT A 4,700 FEET OF A 12? WIDE SHARED USE TRAIL ALONG WILMORE RD (KY 29) FROM COOKS LANE TO ALLIE RUN AND IMPROVE THE JESSAMINE STATION RD INTERSECTION (2016BOP)

It has been valued on the basis of current market information and the Before and After Value appraisal method as required by state law (KRS 416.660).

As reflected on the attached appraisal, our offer for the property is \$85,300.00.

This offer includes compensation for all items specifically noted above. This offer does not include any item generally defined as personal property, a tenant-owned improvement, or any relocation assistance.

To convey this property, all parties having an interest must sign a deed. After signing the conveyance agreement, a check will be issued for closing. Before delivery of the check, any mortgage, lien, tax assessment, or other encumbrance, except an easement of record, will have to be released.

We will be glad to answer any questions you may have regarding this acquisition and our procedures.

Respectfully yours,



Matt McMackin, Right of Way Agent  
Consultant



MEMORANDUM OF UNDERSTANDING

Table with 4 columns: COUNTY, ITEM NO., PARCEL, NAME. Row 1: Jessamine, 7-3215.00, 1, Jessamine Co School District Finance Corp. Row 2: PROJECT NO., FEDERAL NUMBER, PROJECT. Row 3: 12F0 FD52 057 92380 01R, TAP 4003 010, West High Shared Use Trail

Property Owners: Jessamine Co School District Finance Corp, 871 Wilmore Road, Nicholasville, KY, 40356

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied in executing a Deed of Conveyance, Deed of Easement, or Grant of Easement dated \_\_\_\_\_.

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

Table with 4 columns: Interest Type, Amount, Square feet, Acres. Rows: Fee simple (57,175), Permanent easement, Temporary easement (34,340), Excess property in fee simple

The total consideration to be paid for the property conveyed is \$ 85,300 \_\_\_\_\_.

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.

- Checkboxes for acquisition types: total, partial, no improvements, improvements. Includes sub-points for access and salvage value.

SIGNS

- Checkboxes for sign acquisition: no sign, one or more signs. Includes sub-points for title and salvage value.

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 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.



**MEMORANDUM OF UNDERSTANDING**

*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 or Tax ID:	Amount of Check: \$	SSN or Tax ID:	Amount of Check: \$
Telephone Number:		Telephone Number:	
Name:		Name:	
Address:		Address:	
SSN or Tax ID:	Amount of Check: \$	SSN or Tax ID:	Amount of Check: \$
Telephone Number:		Telephone Number:	

**Note:** Attach additional pages, as needed.

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, Deed of Easement, or Grant of Easement, 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 future interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed \_\_\_\_\_.

Signature of Agents for Transportation Cabinet \_\_\_\_\_.

Signatures of Property Owners		Signatures of Property Owners
[Name, Title]		

**Note:** Attach additional pages, as needed.

STATEMENT OF CONSIDERATION  
EXEMPT PURSUANT TO KRS 382.135 (2) (C)

**DEED OF CONVEYANCE**

Jessamine County  
Item No. 07-3215.00

THIS DEED, between the JESSAMINE COUNTY SCHOOL DISTRICT FINANCE CORPORATION, 101 North Main Street, Nicholasville, KY, 40356, 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 the Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky 40622, Grantee;

WITNESSETH: That the Grantor in consideration of EIGHTY-FIVE THOUSAND THREE HUNDRED DOLLARS (\$85,300.00) DOLLARS, cash in hand paid, 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, to wit:

Parcel 1  
Tract A

All that tract or parcel of land being situated parallel and adjacent to the northerly right-of-way of KY 29, Wilmore Road in Nicholasville, Jessamine County, Kentucky and being more particularly described as follows:

Beginning at the intersection of the northerly right-of-way of KY 29, Wilmore Road and the easterly right-of-way of Cooks Lane, said point being 9.52 feet right of Shared Use Path centerline Station 50+31.40; thence with the easterly right-of-way of Cooks Lane, N 20°21'25" E – 18.01 feet to a point, 7.07 feet left of Shared Use Path centerline Station 50+24.58; thence leaving the easterly right-of-way of Cooks Lane and traversing through the property of Grantor, S 46°11'19" E – 12.09 feet to a point, 7.00 feet left of Shared Use Path centerline Station 50+36.32;

thence S 53°23'16" E – 28.32 feet to a point, 7.00 feet left of Shared Use Path centerline Station 50+66.48; thence S 60°35'12" E – 200.34 feet to a point, 7.54 feet left of Shared Use Path centerline Station 52+66.48; thence S 55°19'17" E – 151.36 feet to a point, 7.00 feet left of Shared Use Path centerline Station 54+17.51; thence S 56°10'36" E – 29.64 feet to a point, 7.00 feet left of Shared Use Path centerline Station 54+47.36; thence S 57°01'55" E – 107.72 feet to a point, 7.17 feet left of Shared Use Path centerline Station 55+54.92; thence S 54°18'12" E – 71.34 feet to a point, 7.00 feet left of Shared Use Path centerline Station 56+26.09; thence along a curve to the left, having a radius of 143.00 feet for an arc distance of 66.55 feet and having a chord bearing S 67°38'11" E – 65.95 feet to a point, 7.00 feet left of Shared Use Path centerline Station 56+95.90; thence S 80°58'10" E - 77.13 feet to a point, 7.00 feet left of Shared Use Path centerline Station 57+73.03; thence along a curve to the left, having a radius of 743.00 feet for an arc distance of 185.82 feet and having a chord bearing S 88°08'03" E – 185.33 feet to a point, 7.99 feet left of Shared Use Path centerline Station 59+60.68; thence N 84°42'05" E – 179.28 feet to a point, 8.00 feet left of Shared Use Path centerline Station 61+40.00; thence N 05°17'55" W – 17.60 feet to a point, 25.60 feet left of Shared Use Path centerline Station 61+40.00; thence N 85°44'19" E – 166.26 feet to a point, 9.54 feet left of Shared Use Path centerline Station 63+06.27; thence S 77°30'00" E – 72.39 feet to a point, 8.00 feet left of Shared Use Path centerline Station 63+81.16; thence N 85°22'06" E – 250.95 feet to a point, 9.04 feet left of Shared Use Path centerline Station 66+31.64; thence S 88°25'56" E – 112.47 feet to a point, 8.00 feet left of Shared Use Path centerline Station 67+43.64, thence N 87°06'51" E – 166.21 feet to a point, 64.77 feet left of KY 29 centerline Station 440+40.97, said point being on the easterly property line of Grantor; thence with the easterly property line of Grantor, S 01°26'49" E – 29.38 feet to a point, 35.40 feet left of KY 29 centerline Station 440+40.23, said point being on the northerly right-of-way of KY 29, Wilmore Road; thence with the northerly right-of-way of KY 29, Wilmore Road, S 87°13'31" W – 222.27 feet to a point, 35.83 feet left of KY 29 centerline Station 438+17.97; thence S 86°07'41" W – 369.73 feet to a point, 31.73 feet left of KY 29 centerline Station 434+48.98; thence S 85°44'06" W – 380.89 feet to a point, 27.15 feet right of Shared Use Path centerline Station 59+30.57; thence N 80°04'33" W – 260.65 feet to a point, 8.53 feet right of Shared Use Path centerline Station 56+75.47; thence N 59°38'45" W – 351.49 feet to a point, 24.85 feet right of Shared Use Path centerline Station 53+26.72; thence N 55°32'12" W – 295.86 feet to the point of beginning.

The above described parcel contains 1.313 acres (57174.9 sq. ft.).

It is the specific intention of the Grantor herein to convey the property described above in fee simple.



Parcel 1  
Tract B

All that tract or parcel of land being situated along the northerly right-of-way of KY 29, Wilmore Road in Nicholasville, Jessamine County, Kentucky and being more particularly described as follows:

Beginning at a point in the westerly property line of Grantor, said point being on the easterly right-of-way of Cooks Lane and a common corner to the above-described PROPOSED RIGHT-OF-WAY, said point being 7.07 feet left of Shared Use Path centerline Station 50+24.58; thence with the easterly right-of-way of Cooks Lane, N 20°21'25" E – 10.16 feet to a point, 16.67 feet left of Shared Use Path centerline Station 50+21.89; thence leaving the easterly right-of-way of Cooks Lane and traversing through the lands of Grantor, S 51°32'57" E – 41.93 feet to a point, 17.00 feet left of Shared Use Path centerline Station 50+66.48; thence S 60°35'12" E – 200.80 feet to a point, 17.55 feet left of Shared Use Path centerline Station 52+66.48; thence S 55°19'17" E – 151.75 feet to a point, 17.00 feet left of Shared Use Path centerline Station 54+17.44; thence S 56°10'36" E – 29.49 feet to a point, 17.00 feet left of Shared Use Path centerline Station 54+47.44; thence S 57°01'55" E – 107.89 feet to a point, 17.17 feet left of Shared Use Path centerline Station 55+54.92; thence S 54°18'12" E – 70.99 feet to a point, 17.00 feet left of Shared Use Path centerline Station 56+25.50; thence S 67°38'11" E – 62.48 feet to a point, 17.00 feet left of Shared Use Path centerline Station 56+96.48; thence S 80°58'10" E – 80.25 feet to a point, 17.00 feet left of Shared Use Path centerline Station 57+76.73; thence S 84°51'30" E – 91.81 feet to a point, 17.52 feet left of Shared Use Path centerline Station 58+70.76; thence N 87°58'37" E – 91.89 feet to a point, 18.00 feet left of Shared Use Path centerline Station 59+64.93; thence N 84°42'05" E – 165.26 feet to a point, 18.00 feet left of Shared Use Path centerline Station 61+30.18; thence N 05°17'55" W – 25.50 feet to a point, 43.50 feet left of Shared Use Path centerline Station 61+30.18; thence N 85°44'19" E – 162.96 feet to a point, 25.71 feet left of Shared Use Path centerline Station 62+94.88; thence S 68°10'26" E – 40.38 feet to a point, 18.00 feet left of Shared Use Path centerline Station 63+24.73; thence S 81°26'31" E – 48.79 feet to a point, 18.00 feet left of Shared Use Path centerline Station 63+82.31; thence N 85°22'06" E – 241.53 feet to a point, 18.63 feet left of Shared Use Path centerline Station 66+23.07; thence N 19°28'24" E – 188.27 feet to a point, 196.20 feet left of Shared Use Path centerline Station 66+79.75; thence S 70°31'36" E – 85.23 feet to a point, 170.74 feet left of Shared Use Path centerline Station 67+46.22; thence S 19°28'24" W – 94.77 feet to a point, 79.82 feet left of Shared Use Path centerline Station 67+31.71; thence S 03°45'32" E – 72.13 feet to a point, 8.00 feet left of Shared Use Path centerline Station 67+38.41, said point being on the above-described PROPOSED RIGHT-OF-WAY, thence with the above-

described PROPOSED RIGHT-OF-WAY, N 88°25'56" W – 107.24 feet to a point, 9.04 feet left of Shared Use Path centerline Station 66+31.64; thence S 85°22'06" W – 250.95 feet to a point, 8.00 feet left of Shared Use Path centerline Station 63+81.16; thence N 77°30'00" W – 72.39 feet to a point, 9.54 feet left of Shared Use Path centerline Station 63+06.27; thence S 85°44'19" W – 166.26 feet to a point, 25.60 feet left of Shared Use Path centerline Station 61+40.00; thence S 05°17'55" E – 17.60 feet to a point, 8.00 feet left of Shared Use Path centerline Station 61+40.00; thence S 84°42'05" W – 179.28 feet to a point, 7.99 feet left of Shared Use Path centerline Station 59+60.68; thence along a curve to the right, having a radius of 743.00 feet for an arc distance of 185.82 feet and having a chord bearing N 88°08'03" W – 185.33 feet to a point, 7.00 feet left of Shared Use Path centerline Station 57+73.03; thence N 80°58'10" W – 77.13 feet to a point, 7.00 feet left of Shared Use Path centerline Station 56+95.90; thence along a curve to the right, having a radius of 143.00 feet for an arc distance of 66.55 feet and having a chord bearing N 67°38'11" W – 65.95 feet to a point, 7.00 feet left of Shared Use Path centerline Station 56+26.09; thence N 54°18'12" W – 71.34 feet to a point, 7.17 feet left of Shared Use Path centerline Station 55+54.92; thence N 57°01'55" W – 107.72 feet to a point, 7.00 feet left of Shared Use Path centerline Station 54+47.36; thence N 56°10'36" W – 29.64 feet to a point, 7.00 feet left of Shared Use Path centerline Station 54+17.51; thence N 55°19'17" W – 151.36 feet to a point, 7.54 feet left of Shared Use Path centerline Station 52+66.48; thence N 60°35'12" W – 200.34 feet to a point, 7.00 feet left of Shared Use Path centerline Station 50+66.48, thence N 53°23'16" W – 28.32 feet to a point, 7.00 feet left of Shared Use Path centerline Station 50+36.32; thence N 46°11'19" W – 12.09 feet to the point of beginning.

The above described parcel contains 0.788 acres (34,340 sq. ft.).

It is the specific intention of the Grantor herein to convey a temporary easement for the property described above and designated as Parcel No. 1 – Tract B for the purpose of slope and entrance construction; said easement will terminate and revert upon completion of the same.

Being part of the same property conveyed by Deed to JESSAMINE COUNTY SCHOOL DISTRICT FINANCE CORPORATION from BOARD OF EDUCATION OF JESSAMINE COUNTY, KENTUCKY, dated April 1, 2005, and recorded in Deed Book 538, Page 287, in the office of the County Clerk of Jessamine County, Kentucky.

This proposed public highway improvement for which the above described property is being acquired is identified as **West High Shared Use Trail** State Project No. **12FO FD52 057 92380 01R; TAP 4003 (010)**, the plans for which are on file in the office of the Transportation Cabinet in Frankfort, Kentucky. The acquisition of right of way on this project was authorized by Transportation Cabinet Official Order No. **111984**. The

control of access on this project and access to the remaining property of the first party shall be by permit, as required to be set forth in Section 6 of the Kentucky Administrative Regulations (603 KAR 5: 120).

Name, Title, is signing this Deed of Conveyance on behalf of Grantor by the authority given to him by xxx dated xxx.

The Grantor further covenant that he is lawfully seized of the property hereby conveyed, with full right and power to grant same, and said property is free of all encumbrances except restrictions and easements of record and all real estate taxes due and payable in 2023, which said Grantor hereby promises and agrees to pay.

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 General Warranty.

IN TESTIMONY WHEREOF the Grantor has executed this DEED OF CONVEYANCE on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name, Title

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for the state and county aforesaid, do hereby certify that the foregoing deed of conveyance was produced to me in said state and county by xxx and was signed, acknowledged and delivered to be his free act and deed.

This \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Id No. \_\_\_\_\_

**STATEMENT CONCERNING TAX BILL**

The tax bill for above described real property is to be sent to the Jessamine County School District Finance Corporation, 101 North Main Street, Nicholasville, KY 40356.

This instrument prepared by:

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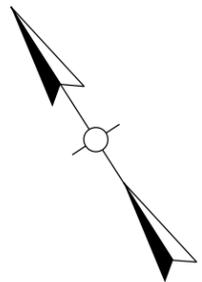
Darren L. Embry, Attorney  
Embry Merritt Womack Nance, PLLC  
62 Public Square  
Leitchfield, Kentucky 42754  
(270) 259-4051 Tel.  
(800) 505-0113 Fax

Please Return Deed To:

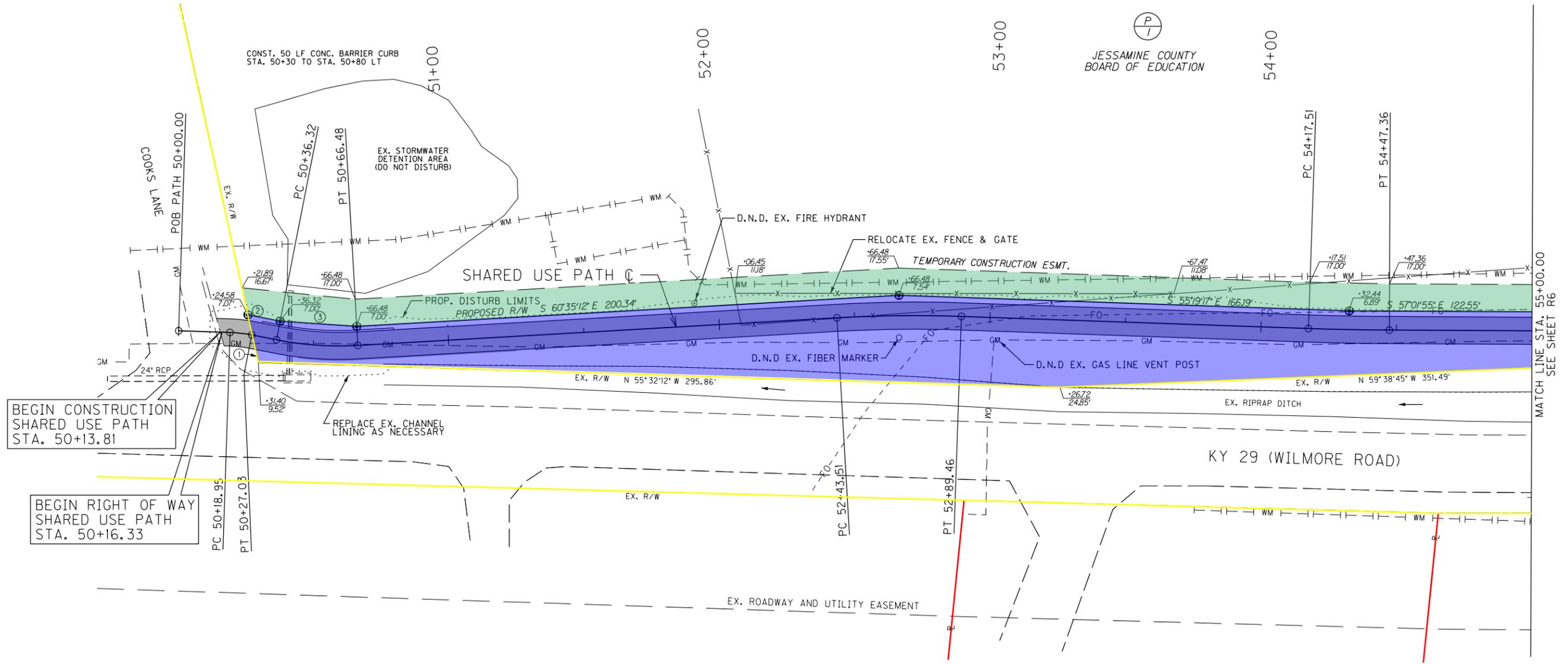
Strand Associates, Inc.  
Jamey L. Cash, P.E.  
325 West Main Street, Suite 710  
Louisville, KY 40202

- ① N 20°21'25" E 18.55'
- ② S 46°11'19" E 12.09'
- ③ S 53°23'16" E 28.32'

# RIGHT OF WAY PLANS



FILE NAME: S:\LEX\4200-4299\4209\005\DRAWINGS\MICROS\PLAN\SHEETS\R00400PL.DGN  
 USER: MottMc  
 DATE PLOTTED: December 2, 2021  
 E-SHEET NAME:  
 Power InRoads v8.11.7.443



BEGIN CONSTRUCTION SHARED USE PATH STA. 50+13.81

BEGIN RIGHT OF WAY SHARED USE PATH STA. 50+16.33



SCALE: 1"=20'

SHARED USE PATH  
BEGINNING TO STA. 55+00  
PLAN SHEET

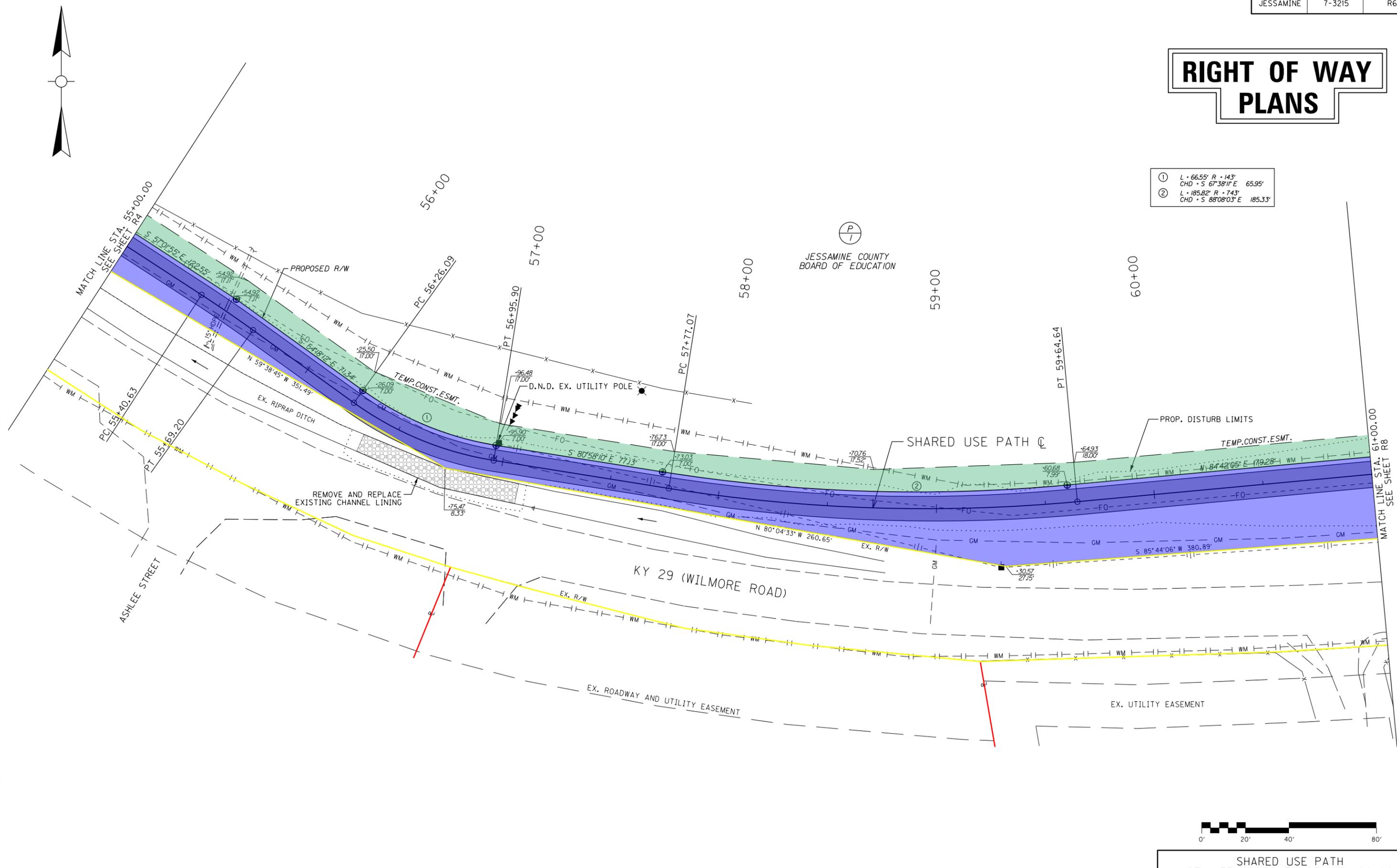
MATCH LINE STA. 55+00.00  
SEE SHEET R6

(P)  
JESSAMINE COUNTY  
BOARD OF EDUCATION

# RIGHT OF WAY PLANS

- ① L • 66.55' R • 143'  
CHD • S 67°38'11" E 65.95'
- ② L • 185.82' R • 743'  
CHD • S 88°08'03" E 185.33'

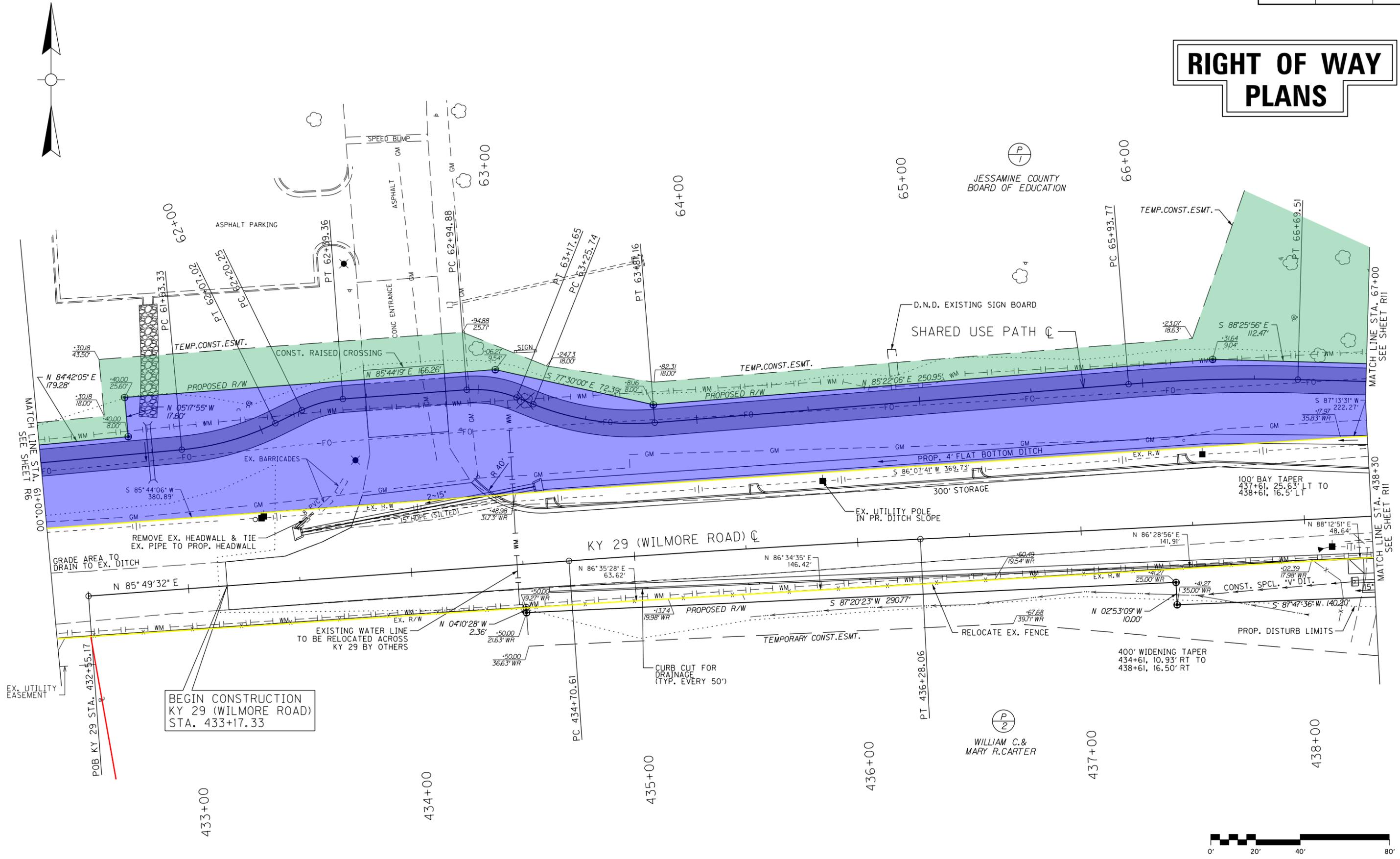
FILE NAME: S:\LEX\4200-4299\4209\005\DRAWINGS\MICROS\PLAN\SHEETS\R0600PL.DGN  
 USER: MottMc  
 DATE PLOTTED: December 2, 2021  
 E-SHEET NAME:  
 Power\_InRoads v8.11.7.443



SHARED USE PATH  
 STA. 55+00.00 TO STA. 61+00.00  
 PLAN SHEET  
 SCALE: 1"=20'

# RIGHT OF WAY PLANS

FILE NAME: S:\LEX\4200-4299\4200\005\DRAWINGS\MICROS\PLAN\SHEETS\R00800PL.DGN  
 USER: MATTMC  
 DATE PLOTTED: December 2, 2021  
 E-SHEET NAME:  
 Power InRoads v8.11.7.443



SHARED USE PATH  
 KY 29  
 PLAN SHEET  
 SCALE: 1"=20'

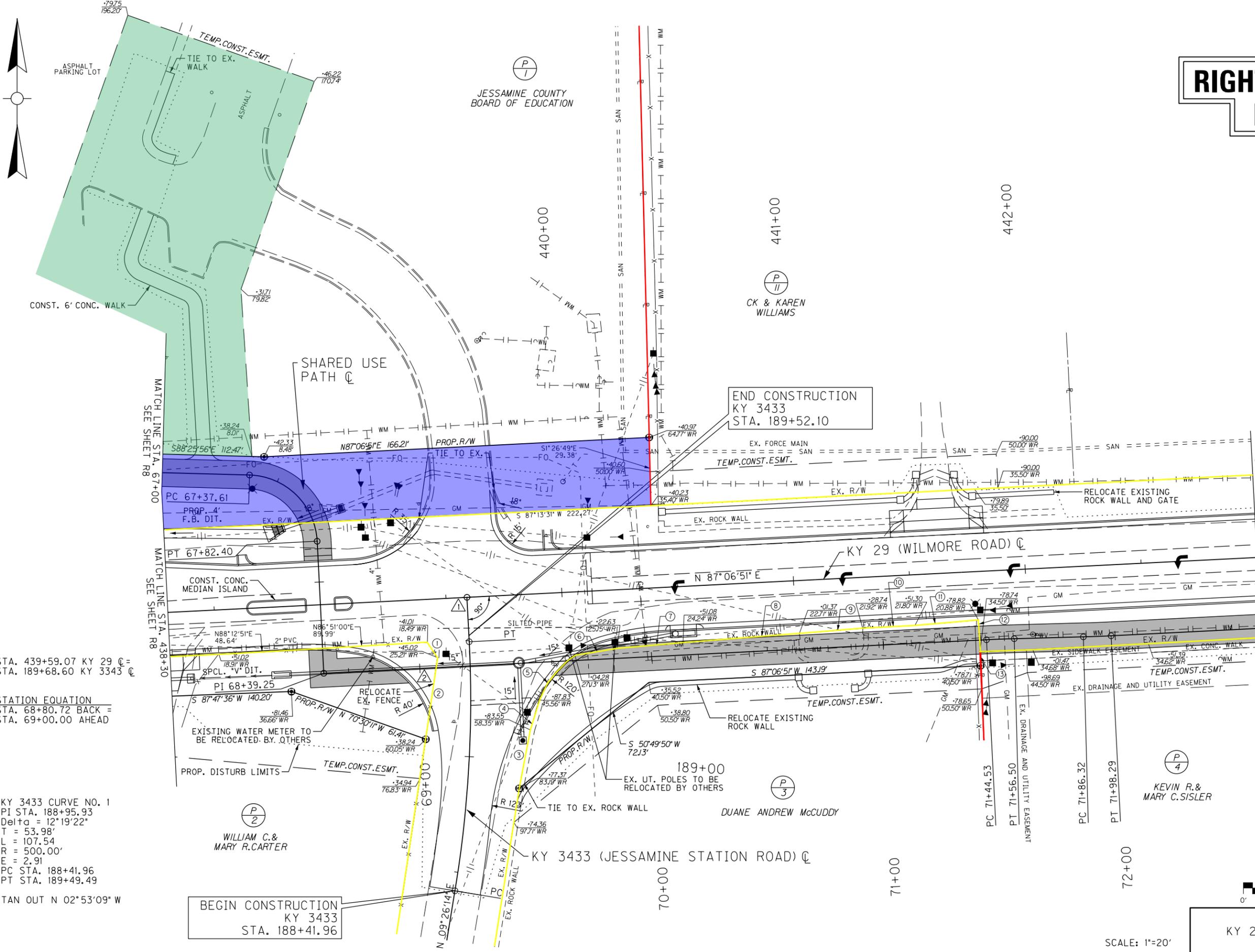
# RIGHT OF WAY PLANS

- |   |  |
|---|--|
| ① | S 33°40'51" E 7.81'                              |
| ② | S 08°06'46" W 35.49'                             |
| ③ | N 11°04'48" E 25.59'                             |
| ④ | N 15°36'58" E 13.48'                             |
| ⑤ | L = 25.07' R = 43'<br>CHD = N 38°51'47" E 24.71' |
| ⑥ | N 80°58'23" E 18.45'                             |
| ⑦ | N 85°16'08" E 28.47'                             |
| ⑧ | N 85°22'26" E 50.31'                             |
| ⑨ | N 85°27'45" E 27.38'                             |
| ⑩ | N 86°48'57" E 22.56'                             |
| ⑪ | S 85°12'01" E 27.54'                             |
| ⑫ | N 02°33'33" W 13.59'                             |
| ⑬ | S 02°33'33" E 6.00'                              |

FILE NAME: S:\LEX\4200-4299\4209\005\DRAWINGS\MICROS\PLAN\SHEETS\R01100PL.DGN

USER: MATTMC  
DATE PLOTTED: November 27, 2023

Power InRoads v8.11.7.443 E-SHEET NAME:



▲ STA. 439+59.07 KY 29 C =  
STA. 189+68.60 KY 3343 C

▲ STATION EQUATION  
STA. 68+80.72 BACK =  
STA. 69+00.00 AHEAD

KY 3433 CURVE NO. 1  
PI STA. 188+95.93  
Delta = 12°19'22"  
T = 53.98'  
L = 107.54  
R = 500.00'  
E = 2.91  
PC STA. 188+41.96  
PT STA. 189+49.49

TAN OUT N 02°53'09" W

BEGIN CONSTRUCTION  
KY 3433  
STA. 188+41.96

END CONSTRUCTION  
KY 3433  
STA. 189+52.10

MATCH LINE STA. 443+00  
SEE SHEET R15



SHARED USE PATH  
KY 29 & KY 3433 INTERSECTION  
PLAN SHEET

SCALE: 1"=20'