



FLOYD COUNTY BOARD OF EDUCATION
Tonya Horne-Williams, Superintendent
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Eastern, KY 41622
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider/Approve Deed of Conveyance between the Floyd County Board of Education and the Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, Department of Highways, Frankfort KY 40622.

Applicable State or Regulations: General Powers and Duties of the Board.

Fiscal/Budgetary Impact: The offer is \$214,300.

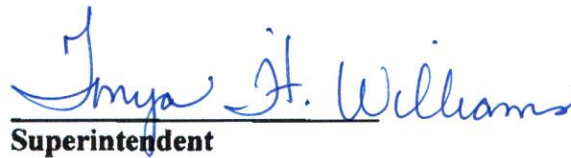
History/Background:

This is for spot improvements from Branham's Creek to John M Stumbo Elementary.

Recommended Action: To approve Deed of Conveyance as presented.

Contact Person(s): Linda Hackworth, 606-874-9569


Director


Superintendent

Date: June 2, 2025



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY AND UTILITIES
MEMORANDUM OF UNDERSTANDING

TC 62-235
Rev. 06/2024
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COUNTY	ITEM NO.	PARCEL	NAME
Floyd	12-195.00-SYP	0008	Floyd Co. Board of Education
PROJECT NO.	FEDERAL NUMBER	PROJECT	
12F0 FD52 036 8742602R	STP 5358011	SPOT IMPROVEMENTS FROM BRANHAM'S CREEK TO JOHN M. STUMBO SCHOOL.(12CCR) (16CCR) (2020CCR) (2022CCR) (2024CCR)(SEE ITEM NO. 12-195.10/20)	

Property Owners: Floyd County School District Finance Corporation

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 5/29/2025.

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

Area Acquired	Area	Unit Of Measure
Fee Simple	2.8230	Acres
Temporary Easement	0.5680	Acres

The total consideration to be paid for the property conveyed is \$214,300.00

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.

- ☐ 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 _____ 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.

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.

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 property 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:

The property will be left in the same or better condition as before project. Salvage Value is waived per Right of Way Supervisor.

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

Recipient Name	Address	SSN/Tax ID	Check Amount	Phone
Floyd County School District Finance Corporation	442 KY RT 550, Eastern KY 41622, United States		\$214,300.00	606-263-6200

Note: Attach additional pages, as needed.

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	
Signer Printed Name	Signature
Tonya Home-Williams	
William "Junior" Newsome	

Note: Attach additional pages, as needed.

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

Floyd County
Item No. 12-195.00

DEED OF CONVEYANCE

THIS DEED, between Floyd County School District Finance Corporation, a Kentucky non-profit corporation and instrumentality of the Board ("Corporation") 442 KY Route 550, Eastern, Kentucky 41622, Grantors, (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, Frankfort, Kentucky, 40622, Grantee;

WITNESSETH: That the Grantors in consideration of (Two Hundred Fourteen Thousand Three Hundred Dollars) \$214,300.00 cash in hand paid, the receipt of which is hereby acknowledged, have bargained and sold and do hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following described surface and surface property rights:

**Parcel No. 008
Tract A**

Being a tract of land lying in Floyd County along KY 979 opposite the intersection with Frasure Branch, and more particularly described as follows:

Beginning at a point in the existing right of way line 12.50 feet right of KY 979 at Station 109+56.43 thence with the existing right of way line for the next 4 calls along an arc 37.40 feet to the left, having a radius of 500.00 feet, the chord of which is N 6°57'15" W for a distance of 37.39 feet, to a point 10.54 feet right of KY 979 at Station 109+93.24 thence N 9°43'45" W a distance of 102.84 feet to a point 8.74 feet right of KY 979 at Station 110+95.14 thence N 10°22'51" W a distance of 83.89 feet to a point 9.52 feet right of KY 979 at Station 111+79.03 thence N 11°01'00" W a distance of 382.29 feet to a point in the property line 8.82 feet right of KY 979 at Station 115+61.31 thence with the property line N 80°41'37" E a distance of 19.19 feet to a point in the proposed right of way line 28.00 feet right of KY 979 at Station 115+60.78 thence with the proposed right of way line for the next 7 calls S 10°54'44" E a distance of 460.78 feet to a point 28.00 feet right of KY 979 at Station 111+00.00 thence N 79°05'16" E a distance of 12.00 feet to a point 40.00 feet right of KY 979 at Station 111+00.00 thence S 10°08'29" E a distance of 66.84 feet to a point 40.00 feet right of KY

979 at Station 110+35.00 thence S 85°00'00" E a distance of 102.44 feet to a point 140.00 feet right of KY 979 at Station 110+15.00 thence S 5°13'01" E a distance of 29.37 feet to a point 139.63 feet right of KY 979 at Station 109+90.00 thence S 84°57'44" W a distance of 79.63 feet to a point 60.00 feet right of KY 979 at Station 109+90.00 thence S 1°55'01" E a distance of 34.63 feet to a point in the property line 58.81 feet right of KY 979 at Station 109+57.78 thence with the property line S 85°34'18" W a distance of 46.33 feet and to the POINT OF BEGINNING.

The above-described parcel contains 0.405 acres (17638 sq. ft.) of right of way. It is understood between the parties hereto and made a covenant herein that the above-described property is conveyed in fee simple.

Tract B

Being a tract of land lying in Floyd County along KY 979 opposite the intersection with Frasure Branch, and more particularly described as follows:

Beginning at a point in the property line and the proposed right of way line 219.63 feet right of KY 979 at Station 115+55.40 thence with the property line and proposed right of way line for the next 5 calls N 10°42'51" W a distance of 192.62 feet to a point 220.29 feet right of KY 979 at Station 117+48.02 thence N 22°50'10" E a distance of 23.45 feet to a point 233.32 feet right of KY 979 at Station 117+67.52 thence N 78°32'57" E a distance of 452.35 feet to a point 685.65 feet right of KY 979 at Station 117+71.77 thence S 16°42'05" E a distance of 209.25 feet to a point 706.75 feet right of KY 979 at Station 115+63.58 thence S 15°23'47" E a distance of 21.95 feet to a point 708.47 feet right of KY 979 at Station 115+41.70 thence with the proposed right of way line S 80°41'37" W a distance of 489.04 feet and the POINT OF BEGINNING.

The above-described parcel contains 2.418 acres (105322 sq. ft.) of right of way. It is understood between the parties hereto and made a covenant herein that the above-described property is conveyed in fee simple.

Tract C

Being a tract of land lying in Floyd County along KY 979 opposite the intersection with Frasure Branch, and more particularly described as follows:

Beginning at a point in the proposed right of way line 58.81 feet right of KY 979 at Station 109+57.78 thence with the proposed right of way line N 1°55'01" W a distance of 34.63 feet to a

point in the proposed right of way line 60.00 feet right of KY 979 at Station 109+90.00 thence with the proposed right of way line N 84°57'44" E a distance of 79.63 feet to a point in the proposed easement line 139.63 feet right of KY 979 at Station 109+90.00 thence with the proposed easement line S 5°13'01" E a distance of 23.50 feet to a point in the proposed easement line 140.00 feet right of KY 979 at Station 109+70.00 thence with the proposed easement line S 71°38'43" W a distance of 49.65 feet to a point in the property line 92.08 feet right of KY 979 at Station 109+58.66 thence with property line S 85°34'18" W a distance of 33.28 feet and to the POINT OF BEGINNING.

The above-described parcel contains 0.058 acres (2535 sq. ft.) for a temporary easement. It is the specific intention of the Grantors herein to convey a temporary easement to the property described above for the purpose of entrance construction said easement terminates and reverts upon completion of same.

Tract D

Being a tract of land lying in Floyd County along KY 979 opposite the intersection with Frasure Branch, and more particularly described as follows:

Beginning at a point in the proposed right of way line 40.00 feet right of KY 979 at Station 110+35.00 thence with the proposed right of way line for the next 3 calls N 10°08'29" W a distance of 66.84 feet to a point 40.00 feet right of KY 979 at Station 111+00.00 thence S 79°05'16" W a distance of 12.00 feet to a point 28.00 feet right of KY 979 at Station 111+00.00 thence N 10°54'44" W a distance of 460.78 feet to a point in the proposed right of way and property line 28.00 feet right of KY 979 at Station 115+60.78 thence with the property line N 80°41'37" E a distance of 40.02 feet to a point in the proposed easement line 68.00 feet right of KY 979 at Station 115+59.65 thence with the proposed easement line S 10°33'55" E a distance of 129.66 feet to a point 67.21 feet right of KY 979 at Station 114+30.00 thence with proposed easement line S 15°28'01" E a distance of 35.11 feet to a point in the proposed easement line 70.00 feet right of KY 979 at Station 113+95.00 thence with the proposed easement line S 10°33'55" E a distance of 195.00 feet to a point in the proposed easement line 68.82 feet right of KY 979 at Station 112+00.00 thence with the proposed easement line S 05°40'08" E a distance of 35.15 feet to a point in the proposed easement line 65.61 feet right of KY 979 at Station 111+65.00 thence with the proposed easement line S 10°33'55" E a distance of 55.00 feet to a point in the proposed easement line 65.28 feet right of KY 979 at Station 111+10.00 thence with proposed easement line S 36°00'40" E a distance of 107.44 feet to a point in the proposed right of way line 112.78 feet right of KY 979 at Station 110+20.00 thence with the proposed right of way line N 85°00'00" W a distance of 74.61 feet and to the POINT OF BEGINNING.

The above-described parcel contains 0.510 acres (22197 sq. ft.) for a temporary easement. It is the specific intention of the Grantors herein to convey a temporary easement to the property described above for the purpose of entrance, slope and detour construction said easement terminates and reverts upon completion of same.

The above described property being a portion of the same property conveyed to Floyd County School District Finance Corporation, a Kentucky non-profit corporation, by Board of Education of Floyd County, Kentucky by deed, having a recorded date of February 24, 2004, which is duly recorded in Deed Book 510 at Page 604 in the office of the County Clerk of Floyd County, Kentucky.

This proposed public highway improvement for which the above-described property is being acquired is identified, as KY 979, State Project No. 12F0 FD52 C036 8742602R; Federal Project No. STP 5358 (011) 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. 112482. Access to the aforesaid highway shall be by permit, as required to be set forth by 603 KAR 5:120.

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 Grantors have executed this Deed of Conveyance on this _____ day of _____, 2025.

BOARD OF EDUCATION OF
FLOYD COUNTY, KENTUCKY

By: _____
William "Junior" Newsome, Chairman

Attest:

Tonya Horne-Williams, Secretary and Superintendent

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF FLOYD

I, the undersigned, certify that the foregoing Deed of Conveyance was produced before me in the aforesaid County and State and duly subscribed, sworn to and acknowledged before me by William Newsome, Chairman and Tonya Horne-Williams, Secretary and Superintendent of the Board of Education of Floyd County, Kentucky, this _____ day of _____, 2025.

My Commission expires _____

NOTARY PUBLIC

Notary ID

Prepared By:

Stacy D. Elliott, Attorney
Department of Highways
109 Loraine Street
Pikeville, KY. 41501
(606) 433-7791

CERTIFICATION OF CORPORATE OFFICER

The undersigned, Tonya Horne-Williams, certifies that she is the Secretary and Superintendent of the Floyd County School District Finance Corporation and that the following is a true and correct copy of a Resolution adopted by the Floyd County School District Finance Corporation at a meeting held on 5/29/2025, at which a quorum was present. The Floyd County School District Finance Corporation unanimously agree:

"Resolved That William "Junior" Newsome, as Chairman, be and is hereby authorized to execute the conveyance of property and/or easements by signing a Deed of Conveyance for the property with appropriate warranties of title as he may determine but which warranties shall generally not exceed the warranties of title furnished the Floyd County School District Finance Corporation at the time of the acquisition. The Deed of Conveyance shall be conveyed at the consideration price of \$ 214,300.00 for the property described hereto in the attached copy of the Deed of Conveyance between the Floyd County School District Finance Corporation and the Commonwealth of Kentucky."

The undersigned further certifies that said Resolution has not been amended, modified or revoked and remains in full force and effect.

Done at Prestonsburg, Kentucky this _____ day of _____, 2025.

By: _____
Floyd County School District Finance Corporation
William "Junior" Newsome, Chairperson

By: _____
Floyd County School District Finance Corporation
Tonya Horne-Williams, Secretary/Superintendent