

ORDINANCE NO. 02-31

**AN ORDINANCE OF THE MADISON COUNTY FISCAL COURT, KENTUCKY
APPROVING THE ZONE CHANGE OF MICHAEL AND TERESA NEIL
PROPERTY AT 2201 U.S. HWY 1016, BERE A AND AUTHORIZING THE CHANGE
ON THE OFFICIAL ZONING MAP OF MADISON COUNTY, KENTUCKY.**

WHEREAS, the hereinafter described land is located in Madison County, Kentucky and

WHEREAS, the Madison County Planning Commission held a public hearing on Tuesday, September 17, 2002, and found that the existing zoning classification given to the property is inappropriate and that the proposed zoning classification is appropriate; the proposed land use change is in conformance with the adopted comprehensive plan; and there was evidence that there had been major changes of an economic, physical, or social nature in the area that was not anticipated in the adopted comprehensive plan; and therefore recommend to the County Fiscal Court that the classification of the property involved herein be change from R-7 Rural Agricultural to R-4 General Commercial.

NOW, THEREFORE BE IT ORDAINED AND ENACTED, by Madison County Fiscal Court that the land use classification of the following described property be changed by this ordinance from R-7 Rural Agricultural to R-4 General Commercial.

SECTION I

A certain tract of land located on the south side of KY Hwy 1016 approximately 600 feet east of the intersection of Barker Lane and KY Hwy 1016 in Madison Co., KY and being bound by a Class A Survey prepared by Central Kentucky Land Surveying, Inc., Jay Webb, LS 3505, and further described as follows:

Beginning at an existing steel pin and cap stamped LS 2678 in the south right of way line of KY Hwy 1016 and corner to Ralph Edward and Betty Anne King, Tract A, 25.848 Acres, Deed Book 513, Page 285, Plat Book 17, Page 107; thence leaving the right of way line of KY Hwy 1016 with the line of King, Tract A, S 20° 43' 16" E 751.50' to an existing steel pin and cap stamped LS 2678; thence leaving the line of King, Tract A, Deed Book 513, Page 285, Plat Book 17, Page 107, on new lines dividing the lands of James Michael and Teresa King Neil, Deed Book 530, Page 233, three (3) calls: S 00° 24' 18" E 121.81' to a set steel pin (1/2" rebar, 18" long with yellow plastic cap stamped CKLS WEBB LS 3505); thence S 68° 56' 11" W 273.76' to a set steel pin (1/2" rebar, 18" long with yellow plastic cap stamped CKLS WEBB LS 3505); thence N 20° 43' 16" W 792.26' to a set steel pin (1/2" rebar, 18" long with yellow plastic cap stamped CKLS WEBB LS 3505); in the south right of way line of KY Hwy 1016; thence continuing with said right of way line two (2) calls: N56° 30' 52" E 150.13' to a set steel pin (1/2" rebar, 18" long with yellow plastic cap stamped CKLS WEBB LS 3505); thence N 55° 23' 32" E 174.73' the point of beginning and containing 259,289 sq. ft., 5.95 Acres.

For further detail see plat prepared by Central Kentucky Land Surveying, Inc., dated 10/2/02.

SECTION II

That the Director of Planning and Development make the appropriate changes to the Official Zoning Map of Madison County, Kentucky.

SECTION III

That the County Clerk cause this ordinance to be published in accordance with the appropriate Kentucky Revised Statutes.

DATE OF FIRST READING: Oct 8, 2002

MOTION BY: Larry Combs

SECONDED BY: Forniss Park

VOTE: YES NO

JUDGE, KENT CLARK
MAGISTRATE LARRY COMBS
MAGISTRATE FORNISS PARKS
MAGISTRATE WILLIAM TUDOR
MAGISTRATE BILLY RAY HUGHES

✓
✓
✓
✓
✓

DATE OF SECOND READING: October 22, 2002

MOTION BY: Larry Combs

SECONDED BY: Forniss Park

VOTE: YES NO

JUDGE, KENT CLARK
MAGISTRATE LARRY COMBS
MAGISTRATE FORNISS PARKS
MAGISTRATE WILLIAM TUDOR
MAGISTRATE BILLY RAY HUGHES

✓
✓
✓
✓
✓

[Signature]
MADISON COUNTY JUDGE EXECUTIVE

Attest:

Mary Jane Binter
MADISON COUNTY CLERK

**MADISON COUNTY
PLANNING and DEVELOPMENT**

**321 N. Madison Ave., Suite B
RICHMOND, KENTUCKY 40475
859-624-4734 / 859-624-4780
Fax # 859-624-4736**

TO: Kent Clark, Madison County Judge Executive
Madison County Fiscal Court

DATE: October 3, 2002

RE: Planning Commission Recommendation
Michael & Teresa Neil, 2201 Hwy 1016, Berea

As a result of a public hearing held on September 17, 2002 at 6:00 pm in the Fiscal Court Room, the Madison County Planning Commission heard and reviewed the following application for an amendment to the Land Use Management Map.

Michael and Teresa Neil, proposal to change property of 6 acres +/- located at 2201 Hwy 1016, Berea from R-7 Rural Agricultural to R-4 Rural; General Commercial. In accordance with KRS 100.213 the applicant's justification for the request was that the original land use classification was inappropriate and the proposed classification is appropriate.

Therefore, the Madison County Planning Commission recommends the request for land use change be **APPROVED** :

Motion was made, seconded and approved to request to the Fiscal Court that the request to change the land use from R-7 to R-4, for the above property, be approved. The vote of the Planning Commission was as follows:


David Bohannon-Yes
Chandler Combs-Yes
James McKinney-Yes
Gary Hart-Yes
Wanda Pennington-Absent
Robert Farmer-Absent
Susan McClellan-Yes

The Planning Commission has made it a finding of fact that;

- 1) The original land use classification for the property was inappropriate and that the proposed land use classification was appropriate;
- 2) That the proposed change is in agreement with the adopted Comprehensive Plan.

Copies of the actual minutes from the public hearing are available upon request. Should you have any questions regarding this request, please call this office.

Sincerely,


Duane S. Curry
Administrative Official

**Application for Land Use Map Amendment
Madison County, Kentucky**

Date: 09/01/02

Fee: \$150.00

1. Owner(s) of Property: TERESA & MIKE NEIL 986-1010
2. Property Address: 2201 Hwy 1016 Ⓟ
3. Designated Land Use: R-7 4. Proposed Use: R-4
5. Acreage: 6 acres

6. Surrounding Property:	Use	Land Use Map
• North	R-7 Storage/Storage	R-7
• East	R-7 Home	R-7
• South	R-7 Home	R-7
• West	R-7 Greenhouse	R-7

7. Urban Services: Exists Provided By
- Sewage: Septic
 - Refuse: Private hauler
 - Water: City
 - Electric: Bluegrass Energy
 - Gas: Delta
 - Storm Sewers: N/A
 - Fire: MCFD
 - Police: Shively/KCS

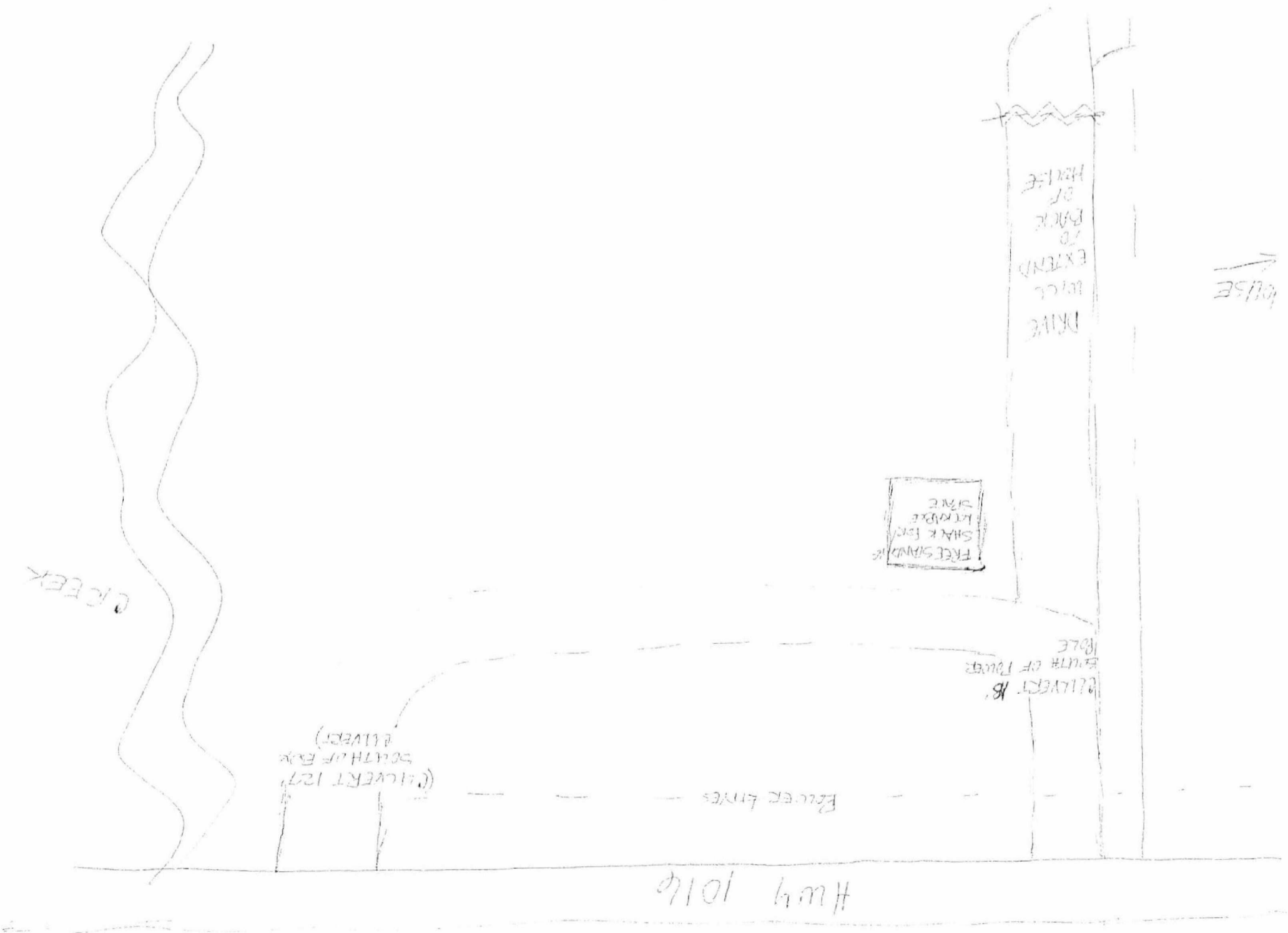
8. Justification for Requested Change (KRS.100.213)
The proposed map change is in agreement with the adopted Comprehensive Plan, because the property is adjacent to 2 other General business and is located at the intersection of major roads Hwy 1016 and Baker Lane

9. Brief Legal Description of Property:
Deed.

10. Additional Information:
Property is in close proximity to the new proposed Beria Bypass.

11. The following items must accompany application:
- Copy of Deed
 - Vicinity Map of Area request amendment
 - List of all adjoining property owners, names, addresses of property, addresses of owners, telephone numbers of owners.
12. Applicant's Signature: I do hereby certify that, to the best of my knowledge and belief, all application materials are herewith submitted and the information is true and correct. I further certify that I am Owner of this property, since 1942 (date).

Date: 08/28/02 Signature(s): Teresa Neil



2
PROPERTIES ADJOINING 2201 HWY 1016, BEREA

SANDY GAMBLE
2202 HWY 1016
BEREA KY 40403

DWAYNE & CAROL BRINEGAR
2266 HWY 1016
BEREA KY 40403

MARGARET JOHNSON
344 BARKER LANE EAST
BEREA KY 40403

RALPH KING
PO BOX 547
BEREA KY 40403

KENTUCKY TRANSPORTATION CABINET
 Department of Highways
 Permits Branch

TC 99-1
 Rev. 3/99

Released Date _____ **ENCROACHMENT PERMIT** PERMIT NO. 07-0533-02

APPLICANT IDENTIFICATION: NAME: <u>James M. Neil</u> PERSON: <u>2201</u> ADDRESS: <u>2201 Hwy 1016</u> CITY: <u>BUTLER</u> STATE: <u>Ky</u> ZIP CODE: <u>40403</u> PHONE: area code (<u>859</u>) <u>986-1010</u>		PROJECT IDENTIFICATION: ACCESS CONTROL <input checked="" type="checkbox"/> By Permit <input type="checkbox"/> Partial <input type="checkbox"/> Full COUNTY: <u>MADISON</u> PRIORITY ROUTE NO: <u>1016</u> MILEPOINT: <u>2.40</u> <input type="checkbox"/> Left <input checked="" type="checkbox"/> Right <input type="checkbox"/> X-ing PROJECT STATUS: <input type="checkbox"/> Maint. <input type="checkbox"/> Const. <input type="checkbox"/> Design PROJECT # STATE: <u>RS 07-076-1016-002.40</u> PROJECT # FEDERAL: _____ ROAD/ STREET NAME: <u>1016</u>	
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TYPE OF ENCROACHMENT: <input type="checkbox"/> COMMERCIAL ENTRANCE - BUSINESS <input checked="" type="checkbox"/> PRIVATE ENTRANCE: <input type="checkbox"/> Single Family <input checked="" type="checkbox"/> Farm <input type="checkbox"/> UTILITY: <input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> GRADE: <input type="checkbox"/> Fill <input type="checkbox"/> Landscape on R/W <input type="checkbox"/> AIRSPACE: <input type="checkbox"/> Agreement <input type="checkbox"/> Lease <input type="checkbox"/> OTHER: (Specify) _____	ATTACHMENTS: <input type="checkbox"/> Standard Drawings (List on TC 99-21 under Misc.) <input type="checkbox"/> Applicant's Plans <input type="checkbox"/> Highway Plan and Profile Sheets <input type="checkbox"/> TC 99-3 (Ponding Encroachment Specs. & Conditions) <input type="checkbox"/> TC 99-4 (Rest Area Usage Specs. & Conditions) <input type="checkbox"/> TC 99-5 (Tree Cutting/Trimming Specs. & Conditions) <input type="checkbox"/> TC 99-6 (Chemical Use of Specs. & Conditions) <input type="checkbox"/> TC 99-10 (Typical Hwy. Boring Crossing Detail) <input type="checkbox"/> TC 99-12 (Overhead Utility Encroachment Diagram) <input type="checkbox"/> TC 99-13 (Surface Restoration Methods) <input type="checkbox"/> TC 99-21 (Encroachment Permit General Notes & Specs.) <input type="checkbox"/> TC 99-22 (Agreement for Services to be Performed) <input type="checkbox"/> TC 99-23 (Mass Transit Shelter Specs. & Conditions) <input type="checkbox"/> Other Attachments (Specify): _____
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TYPE OF INDEMNITY: <input type="checkbox"/> Bond <input type="checkbox"/> Cash <input type="checkbox"/> SELF-INSURED AMOUNT ENCUMBERED \$ _____ <input type="checkbox"/> OTHER _____	NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE: _____
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INDEMNITY: The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of conformance with the Department's Encroachment Permit requirements, an indemnity in the amount of \$ _____ as determined by the Department. It shall be the responsibility of the applicant or permittee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of Highways.

BRIEF DESCRIPTION OF WORK TO BE DONE: (If private entrance, show sketch with pipe location. Separate attached drawings required for encroachments other than private entrances.) Applicant must furnish a 15" x 23' galvanized metal pipe and place the necessary fill. After this work is done the Dept. will install the pipe and rock the entrance one time only.

1016 Entrance is 100' south of a telephone pole.

IMPORTANT (PLEASE READ): Applicant does does not intend to apply for excess R/W

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. **FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITTEE.** It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

The permittee agrees to the following terms and conditions:

1. The permittee shall comply with and is bound by the requirements of the Department's Permits Manual as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
2. Permittee agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the permittee shall adjust, relocate, or reconstruct the facilities and/or provide and bear the expenses for signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department and as set forth in the Department's Permit Manual within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions, modifications, and/or corrective measures, such time to be specified in the notice. In cases where traffic signals are permitted or required, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee and/or the Department in accordance with Department policy then in force as set forth in the Traffic Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, at no expense to the Department. (This applies only to Entrance Permits.)
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "I (we) consent to the granting of attached permit."
Date _____ (This does not apply to utilities which serve the general public.)
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
5. A plan prepared by _____ and dated _____ is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the permittee shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
6. Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the permittee.
9. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.
10. Permittee agrees that in the event it should become necessary as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Department may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.
11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)
12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with _____ Resident Engineer on the project to coordinate the permitted work with the State's prime contractor on the project.
13. This permit does not alleviate any requirements of any other government agency.
14. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud, and debris during construction and for the life of this permit.

THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

January 1st July 1st, 2003

8-20-2002

James M. Neil

Completion Date

Date

Signature

RECOMMENDED FOR APPROVAL

Maint. Engineer

Shelley Nash

Frank Duncan

8-22-2002

Title

Signature

Chief District Engineer

Date

PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.

Installed By: _____, 20____

Title

Signature

Date

Released Date _____ **ENCROACHMENT PERMIT** PERMIT NO. 07-0534-02

APPLICANT IDENTIFICATION: NAME: <u>JAMES M. NEIL</u> PERSON: _____ ADDRESS: <u>2197 Hwy 1016</u> CITY: <u>BERLA</u> STATE: <u>KY</u> ZIP CODE: <u>40403</u> PHONE: area code (<u>859</u>) <u>986-1010</u>		PROJECT IDENTIFICATION: ACCESS CONTROL <input checked="" type="checkbox"/> By Permit <input type="checkbox"/> Partial <input type="checkbox"/> Full COUNTY: <u>MADISON</u> PRIORITY ROUTE NO: <u>KY 1016</u> MILEPOINT: <u>2.45</u> <input type="checkbox"/> Left <input checked="" type="checkbox"/> Right <input type="checkbox"/> X-ing PROJECT STATUS: <input type="checkbox"/> Maint. <input type="checkbox"/> Const. <input type="checkbox"/> Design PROJECT # STATE: <u>RS-07-1016-002-45</u> PROJECT # FEDERAL: _____ ROAD/ STREET NAME: <u>1016</u>	
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TYPE OF ENCROACHMENT: <input type="checkbox"/> COMMERCIAL ENTRANCE - BUSINESS <input checked="" type="checkbox"/> PRIVATE ENTRANCE: <input type="checkbox"/> Single Family <input checked="" type="checkbox"/> Farm <input type="checkbox"/> UTILITY: <input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> GRADE: <input type="checkbox"/> Fill <input type="checkbox"/> Landscape on R/W <input type="checkbox"/> AIRSPACE: <input type="checkbox"/> Agreement <input type="checkbox"/> Lease <input checked="" type="checkbox"/> OTHER: (Specify) _____ _____ _____	ATTACHMENTS: <input type="checkbox"/> Standard Drawings (List on TC 99-21 under Misc.) <input type="checkbox"/> Applicant's Plans <input type="checkbox"/> Highway Plan and Profile Sheets <input type="checkbox"/> TC 99-3 (Ponding Encroachment Specs. & Conditions) <input type="checkbox"/> TC 99-4 (Rest Area Usage Specs. & Conditions) <input type="checkbox"/> TC 99-5 (Tree Cutting/Trimming Specs. & Conditions) <input type="checkbox"/> TC 99-6 (Chemical Use of Specs. & Conditions) <input type="checkbox"/> TC 99-10 (Typical Hwy. Boring Crossing Detail) <input type="checkbox"/> TC 99-12 (Overhead Utility Encroachment Diagram) <input type="checkbox"/> TC 99-13 (Surface Restoration Methods) <input type="checkbox"/> TC 99-21 (Encroachment Permit General Notes & Specs.) <input type="checkbox"/> TC 99-22 (Agreement for Services to be Performed) <input type="checkbox"/> TC 99-23 (Mass Transit Shelter Specs. & Conditions) <input type="checkbox"/> Other Attachments (Specify): _____ _____ _____
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TYPE OF INDEMNITY: Bond Cash
 SELF-INSURED AMOUNT ENCUMBERED \$ _____
 OTHER _____

NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE: NATIONWIDE (Parsons)

INDEMNITY: The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of conformance with the Department's Encroachment Permit requirements, an indemnity in the amount of \$ _____ as determined by the Department. It shall be the responsibility of the applicant or permittee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of Highways.

BRIEF DESCRIPTION OF WORK TO BE DONE: (If private entrance, show sketch with pipe location. Separate attached drawings required for encroachments other than private entrances.)
 Applicant must furnish a 15" x 28' galvanized metal pipe and place the necessary fill. After this work is done the Dept. will install the pipe and rock the entrance one time.
Handwritten notes: new entrance, Entrance is 127' south of a box culvert, 1016, Boxer Case EAST

IMPORTANT (PLEASE READ): Applicant does does not intend to apply for excess R/W

When the work is completed in accordance with the terms of this encroachment permit, your idemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. **FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITTEE.** It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

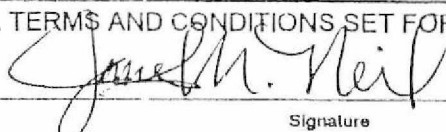
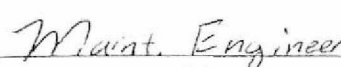
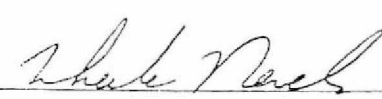
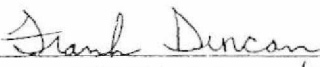
A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

The permittee agrees to the following terms and conditions:

TC 99-1
Rev. 3/99

1. The permittee shall comply with and is bound by the requirements of the Department's Permits Manual as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
2. Permittee agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the permittee shall adjust, relocate, or reconstruct the facilities and/or provide and bear the expenses for signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department and as set forth in the Department's Permit Manual within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions, modifications, and/or corrective measures, such time to be specified in the notice. In cases where traffic signals are permitted or required, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee and/or the Department in accordance with Department policy then in force as set forth in the Traffic Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, at no expense to the Department. (This applies only to Entrance Permits.)
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "I (we) consent to the granting of attached permit."
Date _____ (This does not apply to utilities which serve the general public.)
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
5. A plan prepared by _____ and dated _____ is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the permittee shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
6. Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the permittee.
9. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.
10. Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Department may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.
11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)
12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with _____ Resident Engineer on the project to coordinate the permitted work with the State's prime contractor on the project.
13. This permit does not alleviate any requirements of any other government agency.
14. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud, and debris during construction and for the life of this permit.

THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.			
<input type="checkbox"/> January 1st	<input checked="" type="checkbox"/> July 1st, 2003	8-20-	2002
Completion Date		Date	Signature
			
RECOMMENDED FOR APPROVAL			
			8-22-02
Title	Signature	Chief District Engineer	Date
PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.			
Installed By: _____	_____	_____	_____, 20
Title	Signature	Signature	Date

int
30-2001
of

7

2000

DEED

THIS DEED made and entered into this 18th day of June, 2001, by and between **THELMA N. KING**, an unremarried widow, 2201 Hwy 1016, Berea, KY 40403, PARTY OF THE FIRST PART, and **JAMES MICHAEL NEIL and TERESA KING NEIL**, spouse and spouse, 1005 Moonlight Drive, Berea, Kentucky 40403, PARTIES OF THE SECOND PART.

WITNESSETH:

That for and in consideration of the love and affection first party has for TERESA KING NEIL, that relationship being parent and child, the party of the first part does hereby grant and convey unto the parties of the second part, as tenants by the entireties, the survivor of them to take the whole of said property in fee simple, his or her heirs and assigns forever, but subject to a life interest retained by first party for and during the remainder of her natural life, the following described property situated in Madison County, Kentucky, to-wit:

PARCEL A

A certain tract or parcel of land situated in Madison County, Kentucky, on the waters of Joe's Lick Creek and bounded as follows, viz: Beginning at a stone corner on the East side of said Creek, thence Easternly a straight line to a stone corner still on the East side of said creek (about 50 rods); thence in a northerly direction about 35 rods to a stone corner in line of Charlotte Barrett and F. W. Mathews, thence Westward, about 30 rods to a maple and stone corner on the East bank of Joe's Lick Creek, thence in a Southernly direction with the meanders and center of the creek to the beginning corner and containing **Eight acres**, be the same more or less.

Being the same property conveyed to William Theodore King and Ralph Earl King, by Emily Hawkins, a widow, by deed dated May 18, 1940, and of record in **Deed Book 122, Page 307**, in the Madison County Court Clerk's Office.

William T. King conveyed all of his undivided one-half interest to Ralph King, by deed dated November 13, 1946, and of record in **Deed Book 146, Page 56**, in the Madison County Court Clerk's Office.

THERE IS EXCEPTED and not conveyed the following two properties:

EXCEPTION NO. 1: A parcel of land lying and being in Madison County, Kentucky, said parcel being described as follows:

PARCEL NO. 12. All that part of said tract or tracts which lies within a distance of 85 feet on the left and 70 feet on the right side of the centerline of

BOOK 530

PAGE 233

said public road, between approximately stations 77 + 51 and 85 + 23.

NOTE: 35 feet extra on the left and 20 feet extra on the right side of the centerline for special drainage ditches have been incorporated in the above tract and is for the purpose of permanent right of way.

PARCEL NO. 14. All that part of said tract or tracts which lies within a distance of 50 feet on each side of the centerline of said public road, between the approximate stations shown below: Station 92 + 85 and Station 99 + 03.

Also a tract of land described as follows: Beginning at a point 50 feet left and opposite station 92 + 85 in the centerline of the survey of said public road, thence running S 34° 38' E. a distance of 162 feet more or less to a point, said point being 212 feet left and opposite station 92 + 85, thence running N 72° E a distance of 19 feet more or less to a point, said point being in the center of the existing road, thence running, approximately N 20° W. with the meandering of the old road a distance of 415 feet more or less to a point, said line crossing centerline at station 92 + 13 and continuing to the last mentioned point, thence running at right angles to the existing road S 74° 10' W. a distance of 19 feet more less to a point, said point being in the existing fence line, thence running S 8° E a distance of 195 feet more or less to a point, said point being 50 feet right and opposite station 92 + 53, thence running S 55° 22' W 50 feet from and parallel to the centerline a distance of 32 feet more or less to a point, said point being 50 feet right and opposite station 92 + 85, thence running at right angles to the centerline and crossing the centerline at station 92 + 85, a distance of 100 feet to a point, said point being the point of beginning.

The above-described tract is for the purpose of widening county road intersection and is permanent right of way.

Also tracts of land described as follows:

PARCEL	FROM	TO	WIDTH	SIDE
(a)	94+40	95+00	50'	Left
(b)	94+30	95+00	50'	Right

Parcels (a) and (b) are for the purpose of constructing and perpetually maintaining ditch inlet and outlet, license to which is made a part of this conveyance.

Being the same property conveyed to the Commonwealth of Kentucky through its Department of Highways, acting in an official capacity, by Ralph King and William King, both single, by deed dated August 26, 1940, and of record in Deed Book 125, Page 144, in the Madison County Court Clerk's Office.

BOOK 530

PAGE 234

EXCEPTION NO. 2: A certain tract or parcel of land situated in Madison County, Kentucky, on the waters of Joe's Lick Creek, on the North side of the Berea-Bobtown Road, and bounded as follows, viz,

Beginning at a stone in the North edge of the Berea-Bobtown Pike, a corner to the land of Pete McHone, formerly Charlotte Barrett; thence westwardly with the McHone line to a maple and stone corner on the East bank of Joe's Lick Creek, thence in a Southernly direction with the meanders and center of the creek to the abutment of the bridge on the Berea-Bobtown Pike; thence northeastwardly with the north side of said pike to the beginning.

Being the same property conveyed to William T. King and Elsie King, his wife, by Ralph Earl King and Thelma King, his wife, by deed dated November 16, 1949, and of record in **Deed Book 199, Page 206**, in the Madison County Court Clerk's Office.

PARCEL B

Two certain tracts or parcels of land in Madison County, Kentucky and more particularly bounded and described as follows:

A certain tract or parcel of land situated in Madison County, Kentucky near to Joe's Lick Knob on the waters of Joe's Lick Branch of Silver Creek, bounded and described as follows: Beginning at a stake at White Oak on the west side of Joe's lick branch of Silver Creek a new corner between Jno. F. Hawkins and Barrett (Now Jno. F. and W. P. Hawkins) fence a new line westward to a broken top cedar tree at the county road, fence northward with the county road about two hundred feet to a cedar tree on east side county road (same side the broken top cedar tree) fence eastwardly a straight line about forth rods to a small black oak on the west bank of Joe's Lick Creek, fence with the west bank of said creek, southwardly to the water gap, fence with the center of said creek, same direction to the beginning corner, containing about **three acres, more or less**.

TRACT #2. A certain tract or parcel of land in Madison County, Kentucky on the waters of Joes Lick Branch of Silver Creek and bounded and described as follows: Beginning at a cedar with broken top on Bokers Lane Road; fence east a straight line near the fence to a marked white oak on bank of Joes Lick Branch; thence down Joes Lick Branch with its meanders to County Road on William Bush line; fence with said line north to the beginning containing **ten acres more or less**.

Being the same property conveyed to William King and Ralph King, by Mary Hawkins Young and George W. Young, her husband, by deed dated October 19, 1940, and of record in **Deed Book 122, Page 312**, in the Madison County Court Clerk's Office.

William T. King conveyed all of his undivided one-half interest to Ralph King, by deed

BOOK 530

PAGE 235

dated November 13, 1946, and of record in Deed Book 146, Page 56, in the Madison County Court Clerk's Office.

PARCEL C

A certain tract of land located on Joe's Lick Creek in Madison County, Kentucky and bounded and described as follows:

Beginning at Joe's Lick Creek at a stone, said stone being at the foot of a cedar tree, this starting corner being the east line of Ralph and William T. King; thence East a straight line to a stone and a pine tree, a new corner which adjoins the line of Frank and John Crawford, thence northwest and running with the line of Frank Crawford to a cedar tree which adjoins the line of Ralph and William T. King; thence south and running with the line of Ralph and William T. King to the point of beginning and said boundary of land containing about **15 acres more or less.**

Being the same property conveyed to Ralph E. King, by John Crawford and Laura Crawford, his wife, by deed dated August 12, 1946, and of record in **Deed Book 136, Page 234**, in the Madison County Court Clerk's Office.

PARCEL D

Tract No. 6: Being a part of the Pearl Moberly Easton farm located in Madison County, Kentucky on the Joes Lick Branch of Silver Creek, about three miles northeast of Berea, on Highway #25, and bounded by survey as follows: Beginning in branch just below a culvert on east side of Highway #25; thence N 66 E 9.56 chains, following old fence line to center of creek, thence N 26 W 3.00 chains to a concrete culvert under Highway No. 25; thence N 45 W 4.00 chains, thence S 51 W 6.00 chains, thence S 45 E 44 links to the beginning, containing **1.45 acres.**

Being the same property conveyed to Ralph E. King and Thelma King, his wife, by Hume Park, Master Commissioner, by deed dated February 8, 1949, and of record in **Deed Book 143, page 217**, in the Madison County Court Clerk's Office.

TRACTS A through D were devised to Thelma King by Will of Ralph King recorded in Will Book 46, at page 413. See also Deed Book 207, at page 357, in which Ralph E. King attempted to establish ownership with Thelma N. King to parcels A, B, C as joint tenants with rights of survivorship. All references are to the records of the Madison County Court Clerk.

PARCEL E

A certain tract or parcel of land located on the waters of Silver Creek and on the Barker Road, and being a part of the W. R. Barrett farm and described as follows: Beginning at a Pine tree at the north east side of the old Barrett farm at a cross fence on the John Crawford farm and from this point a straight line to a cedar tree intersecting the King

BOOK 530

PAGE 236

Byys line a distance of about 300 to 400 yards, and from the Cedar tree following the King Boys line north to Charlotte Barrett's line, a distance of about 200 to 300 yards and from this corner to Charlotte Barrett's line East to Dim Smith's line a distance of about 400 yards, and thence from this point south East parallel along Dim Smith's line to John Crawford's line back to the cross fence, a distance of about 500 yards, and from this point west following the cross fence back to the point of beginning to the Pine tree, and containing about **12 acres more or less.**

Being the same property conveyed to Ralph King and Thelma King, his wife, by John F. Crawford and Alice Crawford, his wife, by deed dated July 3, 1950, and of record in **Deed Book 146, Page 572**, in the Madison County Court Clerk's Office.

Title vested in Thelma King in Parcel E by above survivorship deed at the death of Ralph King on October 6, 2000.

FROM PARCELS A, C & E THERE IS EXCEPTED and not conveyed the following tract of land:

All of the real property described as TRACT "A", comprised of **25.848 acres**, as described in a Minor Plat for Ralph King and Thelma King recorded in Plat Book 17, Page 107, in the office of the Madison County Clerk, reference to which plat is hereby made for a more particular description of said property.

Being the same property conveyed to Ralph Edward King by Ralph Earl King and Thelma N. King, his wife, by deed dated December 14, 1999, and of record in **Deed Book 511, Page 412**, in the Madison County Court Clerk's Office.

THERE IS ALSO EXCEPTED from the above parcels, the following tract:

A **6.06 acre** tract conveyed to Ralph Edward King as shown on Plat Cabinet 8, Slide 262, by deed dated June 22, 1988, and of record in Deed Book 392, Page 394, in the Madison County Court Clerk's Office.

First Party warrants that Ralph King, Ralph E. King and Ralph Earl King, as referred to above, are one and the same person.

TO HAVE AND TO HOLD said premises with all appurtenances thereunto pertaining unto the parties of the second part, for and during their joint lives with remainder in fee simple to the survivor of them, his or her heirs and assigns; provided, however, that the first party hereby retains exclusive use, control, and enjoyment of the above-described premises (and the income therefrom) during the remainder of her natural life.

The party of the first part does hereby release and relinquish unto the said parties of the second part, their heirs and assigns forever, all of her right, title and interest in and to a remainder interest in the said property, subject to a life estate retained for and during her natural

life, and does hereby covenant to and with the parties of the second part, their heirs and assigns forever, that she is lawfully seized in fee simple of the said property and has good and perfect right to sell and convey the same as herein done; that her title hereto is clear; perfect and unencumbered, except easements and restrictions apparent or of record, and that she will warrant generally the same.

Consideration Certificate: The parties hereto state that pursuant to KRS Chapter 382, that the property herein conveyed is transferred without cash consideration. The parties hereto further certify that the full estimated fair cash value of the property herein conveyed is \$51,200.00. The Parties of the Second Part join this deed for the sole purpose of certifying the consideration pursuant to KRS 382.

IN WITNESS WHEREOF, the said parties of the first part and parties of the second part, have hereunto set their hands this the day and year first above written.

PARTY OF THE FIRST PART:

Thelma N. King
THELMA N. KING

PARTIES OF THE SECOND PART:

James Michael Neil
JAMES MICHAEL NEIL

Teresa King Neil
TERESA KING NEIL

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Deed and Consideration Certificate was this date produced to me by THELMA N. KING, an unmarried widow, and signed, sworn and acknowledged by her to be her free and voluntary act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 18th day of June, 2001.

My commission expires: 5/17/2002

Alice Dahl Emma
NOTARY PUBLIC

BOOK 530

PAGE 238

STATE OF KENTUCKY)
) SCT.
COUNTY OF MADISON)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Consideration Certificate was this date produced to me by JAMES MICHAEL NEIL and TERESA KING NEIL, spouse and spouse, and signed, sworn and acknowledged by them to be their free and voluntary act and deed for the purpose therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal of office hereto this 18th day of June, 2001.

My commission expires: 5/17/2002

Alison Lobb Emmons
NOTARY PUBLIC

PREPARED BY:

WALKER, EMMONS, LUXON & SHANNON, P.S.C.
Attorneys at Law
114 North Second Street
P. O. Box 1325
Richmond, KY 40476-1325

BY: Alison Lobb Emmons
ALISON LOBB EMMONS

BOOK 530

PAGE 239

DOCUMENT NO: 000479
RECORDED ON: JUNE 19, 2001 12:19:40PM
TOTAL FEES: 0.00
COUNTY CLERK: MARY ZANE GINTER
COUNTY: MADISON COUNTY
DEPUTY CLERK: LORETTA BURNS
BOOK: PAGE: 233 - 239