

APPLICATION TO BOURBON COUNTY JOINT PLANNING COMMISSION

Agricultural Land Division

Bourbon County Joint Planning Commission

525 High Street, Paris, KY 40361 • (859) 987-2150

Office Use only:

Application No. ALD 21-21 Fee Amount: \$ 175 Date Fee Received: 7/14/2021

1. APPLICANT (prospective purchaser) Ramona and Blaine Hoppes

MAILING ADDRESS 7252 Swamp Hollow Road, Slatington, PA 18080

PHONE # (HOME) (610) 533-8305 (OTHER) same

2. OWNER Back Hills Farm, LLC

MAILING ADDRESS #495 Convict Road

PHONE # (HOME) (928) 210-6977 (OTHER) _____

3. LOCATION AND BRIEF DESCRIPTION OF LAND: flat to gently rolling @ convicted

4. ACREAGE: 14.00 acres 5. ZONING DISTRICT: A-1

6. IDENTIFY CURRENT USE OF BUILDINGS none

7. PROPOSED STRUCTURES house and detached garage

8. INFRASTRUCTURE:

Does the Division involve a new street? Yes/ No Is public water available? Yes/ No

What agricultural use will you make of this property? garden

9. FEE: Refer to Fee Schedule

10. SUPPLEMENTAL INFORMATION:

CHECKLIST:

- Attach a Legal Description of the Property (include deed book and page number for all tracts comprising the plat)
- Attach a plat of the Division
- Attach a narrative of the proposed use (as described above)
- Attach a narrative describing any prior actions taken by the Board of Adjustment on this property
- Attach a list of adjoining property owners (name and address)

Ramona Hoppes / Blaine Hoppes 7-10-2021
APPLICANT SIGNATURE DATE

Applications under zoning regulations involve legal procedures and the satisfaction of legal requirements, often complex, based up the written information in your application and the facts presented at your hearing. If you fail to comply with the procedures, or to satisfy the requirements, your application will be subject to denial. Even if your application is approved it could be subject to a neighboring landowners appeal to the Circuit Court. Individuals are not required to employ an attorney, but you are encouraged to do so. All business entities require legal representation.

DARNELL ENGINEERING, INC.

*P.O. Box 175
Cynthiana, KY 41031
(859) 234-8957-Telephone*

*ENGINEERING & SURVEYING
Allen Patrick Darnell, PE, PLS
allenpatrickdarnell@gmail.com (EMAIL)*

July 16, 2021

File No. 21-4752

Bourbon County Planning Commission
525 High Street, Room 127
Paris, Kentucky 40361

RE: Ag Land Division @ Convict Road, Bourbon County

Dear Sirs:

Please find transmitted herewith an Agricultural Land Division Application and plat. The purpose of this plat is to create and divide off a 14.000 acre parcel. The land use will remain the same; agricultural. To our knowledge there has been no previous action taken by the board of adjustments in regards to this property.

The adjoining property owners are:

BACK HILLS FARM LLC, 495 CONVICT RD SHARPSBURG KY 40374
RAY WILSON & WW FARMS LLC, 3931 ROGERS MILL RD MT STERLING KY 40353
TERRY R. & MINOR KAY ANDERSON, 1475 RAMEY RD SHARPSBURG, KY 40374
ROBERT D. AUXIER, 587 SNAKE RIDGE RD CARLISLE KY 40311
EARL L & PATRICIA PLANCK, 2474 DIXIE HIGHWAY CARLISLE KY 40311
EARL L. & PARTICIA H. PLANCK & EVERTT SMOOT, 2474 DIXIE HWY, CARLISLE KY
40311
LESLIE EARL & ANITIA C. WHITE, R. 1, SHARPSBURG, KY 40374
JOE A. & RHONDA G. MCCARTY, 3575 UPPER SHARSPBURG RD, CARLISLE, KY 40311

Respectfully Submitted,

Darnell Engineering, Inc.

Cc: File

Enclosures

AFFIDAVIT

(Land Use)

The Affiant Back Hills Farm, LLC, first being duly sworn, states that:

1. He (she) is the owner of one of the parcels of land shown in the attached application.
2. An agricultural use is now and will be made of the property as set out in K.R.S. 100.111 (2).
3. Any residence on the premises or hereafter constructed on the premises will be occupied by a person, and their family, who is engaged in this agricultural use.
4. This is not a division so as to allow for residential building development for sale or lease to the public.

Gregory R. Troyer - President
Landowner

STATE OF Kentucky

COUNTY OF Montgomery

Sworn and subscribed to before me by Gregory Troyer on this
the 14th day of July, 2021.

My commission expires 3-9-22 10595682



Rosa L. Shuler
Notary Public, ID No. 395682
State at Large, Kentucky
My Commission Expires on 3-9-22

Rosa L. Shuler
NOTARY PUBLIC
STATE AT LARGE

K.R.S. 100.111 (2) "Agricultural Use" means the use of a tract of at least five (5) contiguous acres for the production of agricultural or horticultural crops, including but not limited to livestock, livestock products, poultry, poultry products, grain, hay, pastures, soybeans, tobacco, timber, orchard, fruits, vegetable, flowers, or ornamental plants, including provisions for dwellings for persons and their families who are engaged in the above agricultural use on the tract, but not including residential building development for sale or lease to the public.

AFFIDAVIT

(Land Use)

The Affiant Ramona & Blaine Hoppes, first being duly sworn, states that:

1. He (she) is the Prospective Purchaser of one of the parcels of land shown in the attached application.
2. An agricultural use is now and will be made of the property as set out in K.R.S. 100.111 (2).
3. Any residence on the premises or hereafter constructed on the premises will be occupied by a person, and their family, who is engaged in this agricultural use.
4. This is not a division so as to allow for residential building development for sale or lease to the public.

Ramona Hoppes
 Prospective Purchaser

STATE OF Pennsylvania

COUNTY OF Lehigh

Sworn and subscribed to before me by Wanda M Januskiewicz on this
 the 10th day of July, 2021.

My commission expires July 11 2022.

Commonwealth of Pennsylvania - Notary Public
 Wanda M. Januskiewicz, Notary Public
 Lehigh County
 My commission expires July 11, 2022
 Commission number 1334088
 Member, Pennsylvania Association of Notaries

Wanda M Januskiewicz
 NOTARY PUBLIC
 STATE AT LARGE

K.R.S. 100.111 (2) "Agricultural Use" means the use of a tract of at least five (5) contiguous acres for the production of agricultural or horticultural crops, including but not limited to livestock, livestock products, poultry, poultry products, grain, hay, pastures, soybeans, tobacco, timber, orchard, fruits, vegetable, flowers, or ornamental plants, including provisions for dwellings for persons and their families who are engaged in the above agricultural use on the tract, but not including residential building development for sale or lease to the public.

THIS DEED OF CONVEYANCE made and entered into this 21st day of November, 2012, by and between SWM LAND AND CATTLE, LLC, a Kentucky limited liability company, 1223 Thatchers Mill Road, Paris, Kentucky 40361, party of the first part, and BACK HILLS FARM, LLC, a Kentucky limited liability company, 495 Convict Road, Sharpsburg, Kentucky 40374, party of the second part;

WITNESSETH:

THAT for and in consideration of the total purchase price of FIVE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$525,000.00), cash in hand paid by the party of the second part, receipt of all of which is hereby acknowledged by the party of the first part, said party of the first part has this date bargained and sold and does hereby sell, grant and convey unto the party of the second part, its successors and assigns forever, in fee simple, the following described real property together with all improvements thereon located in Bourbon County, Kentucky, to-wit:

All that certain tract or parcel of land, lying and being located in Bourbon County, Kentucky, and situated on the north side and south side of Convict Road; and more particularly described as follows:

Beginning at mag nail in the center of the bridge on Convict Road over Hinkston Creek, a corner between Leslie Earl White & Anita C. White (D.B. 72, Pg. 121-Nicholas Co.) and Joe A. McCarty & Rhonda G. McCarty (D.B. 114, Pg. 92-Nicholas Co.); said point lying N.51°40'41"E. 3041.72 feet from a mag nail in the center of said road, a corner to WW Farms, LLC (D.B. 254, Pg. 723); thence with said Joe A. McCarty & Rhonda G. McCarty (D.B. 114, Pg. 92-Nicholas Co.) and the center of said Hinkston Creek for four calls as follows: (1) S.13°51'49"

LODGED FOR RECORD
RICHARD STAFF FADS
12 NOV 21 PM 4:27

RETURN TO PREPARER

E. 512.61 feet to a point, (2) S.01°16'22"W. 134.64 feet to a point, (3) S.01°19'45"W. 185.35 feet to a point, and (4) S.10°16'59"W. 158.18 feet to a point, a corner to WW Farms, LLC (D.B. 254, Pg. 723); thence with said WW Farms, LLC for three calls as follows: (1) N.83°08'18"W. passing an iron pin at 24.04 feet, in all 253.76 feet to a mag nail set in a tree, (2) N.86°40'54"W. 167.22 feet to a mag nail set in a fence post, and (3) N.88°20'09"W. passing an iron pin at 667.67 feet, in all 688.00 feet to a mag nail in the center of Convict Road; thence with the center of said road for 11 calls as follows: (1) S.33°50'36"W. 324.20 feet to a point, (2) S.48°19'19"W. 88.46 feet to a point, (3) S.65°23'38"W. 38.90 feet to a point, (4) S.73°52'34"W. 49.52 feet to a point, (5) S.77°35'04"W. 113.94 feet to a point, (6) S.80°33'46"W. 145.28 feet to a point, (7) S.76°08'48"W. 75.07 feet to a point, (8) S.72°26'00"W. 70.87 feet to a point, (9) S.68°37'07"W. 80.51 feet to a point, (10) S.65°02'22"W. 54.42 feet to a point, and (11) S.54°46'55"W. 101.65 feet to a mag nail, a corner to Jason T. Brown, Heather Brown, & Troy Brown (D.B. 276, Pg. 79); thence with said Brown for eight calls as follows: (1) N.15°01'49"W. passing an iron pin at 25.00 feet, in all 366.31 feet to an iron pin, (2) N.05°08'18"E. 855.31 feet to an iron pin, (3) N.18°31'32"W. 498.11 feet to an iron pin, (4) N.15°02'37"W. 210.55 feet to an iron pin, (5) S.77°16'19"W. 331.30 feet to an iron pin, (6) S.52°10'20"W. 329.17 feet to an iron pin, and (7) N.68°42'56"W. 44.65 feet to an iron pin, and (8) S.49°47'36"W. passing an iron pin at 97.72 feet, in all 269.99 feet to a point at the center of Hinkston Creek; thence with the center of said creek for 48 calls as follows: (1) N.05°42'34"E. 204.36 feet to a point, (2) N.01°27'18"W. 182.78 feet to a point, (3) N.07°57'51"E. 165.24 feet to a point, (4) N.04°47'44"E. 182.22 feet to a point, (5) N.06°31'35"W. 206.39 feet to a point, (6) N.04°30'33"W. 498.19 feet to a point, (7) N.00°35'36"E. 183.26 feet to a point, (8) N.16°52'34"E. 178.10 feet to a point, (9) N.06°51'52"E. 273.59 feet to a point, (10) N.03°49'39"E. 192.38 feet to a point, (11) N.00°00'08"E. 91.59 feet to a point, (12) N.06°51'43"E. 249.05 feet to a point, (13) N.11°05'34"E. 165.61 feet to a point, (14) N.20°06'09"E. 160.40 feet to a point, (15) N.26°40'40"E. 130.96 feet to a point, (16) N.32°09'08"E. 145.42 feet to a point, (17) N.17°25'38"E. 142.25 feet to a point, (18) S.88°20'37"E. 287.12 feet to a point, (19) S.86°26'50"E. 222.94 feet to a point, (20) S.87°05'22"E. 330.30 feet to a point, (21) N.88°56'16"E. 415.54 feet to a point, (22) S.82°56'37"E. 110.55 feet to a point, (23) S.71°48'09"E. 111.12 feet to a point, (24) S.76°24'01"E. 149.85 feet to a point, (25) S.81°33'53"E. 70.02 feet to a point, (26) S.89°25'10"E. 248.20 feet to a point, (27) N.82°50'03"E. 159.97 feet to a point, (28) N.87°06'24"E. 213.10 feet to a point, (29) N.81°52'34"E. 164.68 feet to a point, (30) N.75°12'07"E. 242.84 feet to a point, (31) N.84°12'45"E. 158.52 feet to a point, (32) S.84°43'32"E. 145.20 feet to a point, (33) S.74°01'06"E. 217.05 feet to a point, (34) S.43°18'15"E. 180.88 feet to a point, (35) S.25°15'46"E. 216.04 feet to a point, (36) S.13°31'06"E. 292.59 feet to a point, (37) S.04°05'09"W. 202.60 feet to a point, (38) S.08°07'47"W. 168.86 feet to a point, (39) S.09°23'41"W. 385.10 feet to a point, (40) S.27°47'09"W. 314.66 feet to a point, (41) S.47°38'46"W. 192.30 feet to a point, (42) S.48°14'07"W. 239.65 feet to a point, (43) S.34°20'53"W. 133.82 feet to a point, (44) S.50°57'53"W. 408.29 feet to a point, (45) S.37°45'02"W. 95.93 feet to a point, (46) S.04°33'25"W. 239.35 feet to a point, (47) S.00°24'28"E. 93.81 feet to a point, and (48) S.08°42'48"E. 415.64 feet to the point of beginning and being all of Parcel 3 (184.756 acres) and Parcel 4 (111.478 acres) and containing a total area, as consolidated, of 296.234 acres, more or less, and being more specifically shown on that certain Double Consolidation Plat of SWM Land and Cattle, LLC, Convict Road, dated 10/09/06, as prepared by Allen Patrick Darnell, P.E., P.L.S., Cynthia,

Kentucky, and of record in Plat Cabinet "C", Slide No. 282, in the Bourbon County Clerk's Office, Bourbon County, Kentucky.

Unless stated otherwise, any monument referred to hereinabove as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3553." All bearings stated herein are referenced to Plat Cabinet C, Sheet 246. All deed and plat references stated herein are found in the office of the Bourbon County Clerk, unless otherwise stated.

Said property being a portion of that property conveyed to SWM Land and Cattle, LLC, a Kentucky limited liability company, by deed from Marion F. Dawson and Nora E. Dawson, husband and wife, Gregory J. Dawson and William C. Dawson in their capacity as Co-Executors of the Estate of Ira Dawson, Jr., and Margaret Dawson, an unremarried widow, dated October 17, 2006, and of record in Deed Book 268, Page 34, in the Bourbon County Clerk's Office, Bourbon County, Kentucky, and recorded in Deed Book 122, Page 479 at the Nicholas County Clerk's Office; and also being a portion of that property conveyed to SWM Land and Cattle, LLC, a Kentucky limited liability company, by deed from Wayne Wilson and Patsy H. Wilson, husband and wife, dated February 15, 2007, and of record in Deed Book 269, Page 635, in said Clerk's Office.

TO HAVE AND TO HOLD the above described real property and all improvements thereon, together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining, unto the party of the second part, its successors and assigns forever, in fee simple.

AND the party of the first part does hereby release and relinquish unto the party of the second part, its successors and assigns forever, all of its (first party's) right, title and interest in and to said real property including all exemptions allowed by law, and does hereby covenant to and with said party of the second part, its successors and assigns forever, that it (first party) is lawfully seised in fee simple of said real property, and has good and lawful right to sell and convey same as herein done, that the title to said real property is clear, perfect and unencumbered and that it (first party) will WARRANT GENERALLY the title thereto.