

EASEMENT

This Easement is made and entered into by and between **THE HOPKINS COUNTY BOARD OF EDUCATION**, 320 South Seminary Street, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantor", and the **CITY OF MADISONVILLE, KENTUCKY**, P. O. Box 705, Madisonville, Kentucky 42431, hereinafter referred to as the "Grantee".

WITNESS: The City of Madisonville is updating its sanitary sewer system in order to provide better service to the citizens of Madisonville;

NOW, THEREFORE, for and in consideration of the sum of \$133.61, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, transfer and convey unto the City of Madisonville a temporary construction easement 10-feet in width and a permanent right-of-way easement 20-feet in width for the installation, maintenance and repair of a sanitary sewer line in and underlying certain real estate more particularly described on Exhibit A and the plat attached hereto and incorporated herein by reference. The property affected by said easements are a part of the same real estate conveyed by Board of Education of Hopkins County, Kentucky, to Hopkins County School District Finance Corporation dated August 7, 1989, and of record in Deed Book 484, page 591, Hopkins County Court Clerk's Office. The temporary construction easement shall terminate when the sanitary sewer line has been installed and are operational.

The Grantor, its successors and assigns, shall have the right to the full use and enjoyment of the real estate described herein provided such use does not cause damage to the sanitary sewer line or prevent reasonable access to same for necessary maintenance, repairs and/or replacement. No permanent building or other structure may be constructed upon or within the above described easement without the prior written consent of the City of Madisonville. Nothing herein contained shall prevent the Grantor from constructing a driveway or parking lot over the affected area.

The City of Madisonville agrees that it will repair any and all damages caused to the Grantor's property associated with the exercise of the rights herein granted, and it will restore said property to its approximate original condition following the completion of construction.

TO HAVE AND TO HOLD said temporary construction easement and permanent easement unto the City of Madisonville, its successors and assigns, with Covenant of General Warranty of Title.

This ____ day of _____, 2021.

GRANTOR:

HOPKINS COUNTY BOARD OF EDUCATION

By: _____
Amy Smith, Superintendent

GRANTEE:

CITY OF MADISONVILLE, KENTUCKY

By: _____
Kevin Cotton, Mayor

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Easement was subscribed and sworn to before me by Amy Smith, Superintendent, Hopkins County Board of Education, a person known to me or presenting sufficient evidence of her identification, on this the ____ day of _____, 2021.

Notary Public, State at Large, KY
My commission expires: _____
Notary ID#: _____

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Easement was subscribed and sworn to before me by Kevin Cotton, Mayor, for and on behalf of the City of Madisonville, a person known to me or presenting sufficient evidence of his identification, on this the ____ day of _____, 2021.

Notary Public, State at Large, KY
My commission expires: _____
Notary ID#: _____

Prepared by:
FRYMIRE, EVANS, PEYTON, TEAGUE & CARTWRIGHT, PLLC
P. O. Box 695
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Joe A. Evans III
City Attorney