

AGREEMENT TO RELOCATE EASEMENT

This agreement made and entered into James C. Gordon, and his wife, Georgia Gordon, 9170 Hopkinsville Rd Nortonville, Ky 42442, (hereinafter, "the Gordon's") and the Hopkins County Board of Education, 320 South Seminary Madisonville, KY 42431, (hereinafter "the Board").

For and consideration of the mutual obligations contained herein the parties do hereby agree as follows:

1. **Identification of Property.** The Gordon's are owners of property along US Highway 41 adjoining Southside Elementary School and South Hopkins Middle School. The Gordon's own property in Deed Book 463 Page 263 described in the Hopkins County Court Clerks Office. The Board owns property that is currently used for Southside Elementary School and South Hopkins Middle School including Real Estate in Deed Book 508 Page 419 in the Hopkins County Court Clerk's Office. This is the property that is subject to this agreement.
2. **Agreement to Relocate Roadway Easement.** The Gordon's acknowledge that they have an easement described in Deed Book 464 Page 263 which provides access to their house. The Gordon's have agreed to relocate their easement described in Deed Book 463 Page 263 and the easement described therein is hereby extinguished by the execution of this document. The Gordon's shall have a similar easement being a strip of land in 20 feet in width but instead of being from US Highway 41, shall run from Tram Rd across the current property of Southside Elementary School along the Western boundary of the Gordon property and being approximately 20 feet in width.
3. **Purpose of the Easement.** This easement shall continue to provide ingress and egress for the Gordon's and their home. This is a mutual easement in both the Gordon's and the Board shall have the right to use the property.
4. **Expenses of Easement Property.** Since the board is the owner of the real estate on which the access easement is provided, the board shall be responsible for maintaining it in its current condition.
5. **Quiet Enjoyment.** Neither the Board nor the Gordon's will not do anything to interfere with either parties access to the easement.
6. **Easement Running with the Land.** This agreement and easement shall be binding on and inured by both parties, successors, heirs, and assigns.

7. **Construction of the Agreement.** This agreement shall be construed equally as both parties regardless of who has prepared.

Dated this _____ day of September, 2022.

James C. Gordon

Georgia Gordon

Hopkins County Board of Education

Steve Faulk, Chairman

Attest:

Amy Smith, Superintendent/ Secretary

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Agreement was subscribed, acknowledged, and sworn to before me by James C. Gordon and his wife, Georgia Gordon, a person(s) known to me or presenting sufficient evidence of his/her/their identification, on this _____ day of September, 2022.

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

STATE OF KENTUCKY)
) SCT.
COUNTY OF HOPKINS)

The foregoing Agreement was subscribed, acknowledged, and sworn to before me by Steve Faulk and Amy Smith, Chairman & Superintendent/Secretary on behalf of the Hopkins County Board of Education, a person(s) known to me or presenting sufficient evidence of his/her/their identification, on this _____ day of September, 2022.

Notary Public, State at Large, KY

My commission expires: _____

PREPARED BY:

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