

THIS ADDENDUM, made and entered into this 20 day of August, 1982, by and between

THE CITY OF BARDSTOWN, KENTUCKY a municipality located in Nelson County, Kentucky, hereinafter called City, and

NORTH NELSON WATER DISTRICT, situated in Nelson County, Kentucky, hereinafter called "District".

W I T N E S S E T H:

WHEREAS, the parties to this Addendum are the same parties as set out in a certain agreement styled "Water Purchase Contract" of date October 10, 1967, and also a first addendum to said Contract dated January 8, 1974, and a second addendum to said contract, dated December 31, 1975, and a third addendum to said contract, dated March 1, 1978, and whereas, the District is now desirous of amending a portion of the terms contained in the original contract and the first, second and third addendums, which is agreeable to the City under the conditions specified by this fourth addendum.

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NOW THEREFORE, for and in consideration PURSUANT TO KRS 501.1, and agreements hereinafter contained, the parties BY hereto agree and do hereby amend those paragraphs and sections of the aforementioned agreement by the including of new paragraphs and/or sections and/or changing in whole and/or in parts existing paragraphs and sections thereof, which contract shall from and after the effective date of changes therein, read as if contained in the original agreement.

Page 2, A. The City Agrees

1. (Quality and Quantity) to furnish the District, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health (or other cognizant agency)

in such quantity as may be required by the District but not to exceed 10,000,000 gallons per month.

2. It is hereby agreed that the district shall pay to the City the sum of \$2400.00 for the first 4,000,000 gallons as a minimum rate per month. Further, all water in excess of 4,000,000 gallons shall be at \$0.60 per 1000 gallons.

3. The terms and conditions of this Addendum are effective as of June 1, 1982.

4. (Point of Delivery and Pressure): That water will be furnished at the City Systems normal pressure, from 6 inch main at a point located on Murray's Run Road on Aileen Dadisman's property and at a point at the end of the City's Existing 4-inch main on Plum Run Road on Gilbert Stump's property as shown on North Nelson Water District Plans dated August, 1977. In addition to the existing points of delivery on Ky. 1430 at C.K. Monin property and U.S. 31-E at Hinkle Greenwell property.

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Page 4-C. It is further mutually agreed between the City and District as follows:

PURSUANT TO KY. STAT. 150.11,
KRS 150.11

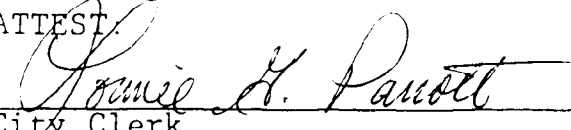
BY: 

1. (Terms of Contract): That this contract shall extend for a term of forty (40) years from the date of the initial billing on the extension to be known as Phase III, approximate date July 1, 1978.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this addendum to the contract aforesaid to be duly executed in three counter parts each of which shall constitute an original.

THE CITY OF BARDSTOWN, KENTUCKY

BY: 
Mayor

ATTEST:

City Clerk

NORTH NELSON WATER DISTRICT

BY: 
Chairman

ATTEST:

Secretary

This addendum is approved on behalf of the Farmers Home
Administration, this _____ day of ^{August}~~July~~, 1982.

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PURSUANT TO BOZ KAR 5011,
(STATUTE)

BY: _____