

WATER CONTRACT

THIS CONTRACT, made and entered into this 1st day of June, 1989, by and between the MUNICIPAL WATER AND SEWER COMMISSION of the CITY OF HENDERSON, Kentucky, a municipal corporation of the third class under the laws of the Commonwealth of Kentucky, hereinafter referred to as the "Seller", and the HENDERSON COUNTY WATER DISTRICT, a municipal corporation organized as a Water District under Chapter 74 of the Kentucky Revised Statutes hereinafter referred to as the "Purchaser",

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W I T N E S S E T H :

WHEREAS, the Henderson County Water District territory embraced by it are without an adequate water supply except from the City of Henderson and

PURSUANT TO 807 KAR 5.011,
SECTION 9.11
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

WHEREAS, it appears to be in the best interests of all concerned that the said District continue to purchase water from the seller as has been done since the formation of the District in 1966, whereby the District (Purchaser) may purchase and acquire water from the Seller, and, in turn, sell and distribute water to the citizens and residents of the Purchaser, and

WHEREAS, the Seller now has a water treatment plant of sufficient capacity to provide for the current needs and requirements of the Seller and its environs and further to sell to the Purchaser the necessary water and water supply needed in order to accomplish the foregoing purpose, and

WHEREAS, as an inducement to prevent unnecessary competition and to afford an economic saving to the respective communities by not duplicating the facilities already in existence

to utilize to the fullest extent the existing capacity of the Seller, rather than to cause the construction of new duplicating facilities, and

WHEREAS, the Seller is willing to sell to the Purchaser a supply of water in excess of the water service obligations of the Seller to its own customers and consumers.

NOW THEREFORE, in consideration of the premises, of the mutual covenant and agreements herein contained, of the prompt payment of the rates as herein agreed to and set out, and of the prompt delivery of the water supply as herein agreed to and set out, the parties hereto have agreed as follows:

1. Subject to the terms, conditions and limitations hereinafter set forth, the Seller agrees to sell and deliver to the Purchaser, and the Purchaser agrees to purchase and receive from the Seller, water required for the normal water district operations of the Purchaser as the sole source of supply of the Purchaser, provided that in no event shall the Seller be obligated to deliver water to the Purchaser at a higher rate of delivery, or greater quantity, or at different periods, or at higher pressures, or higher quality, than as herein provided for.

2. The Seller shall, from the effective date of this contract until the expiration thereof, supply the water requirements of the Purchaser and for such others as the Purchaser may contract with for furnishing water, subject to the conditions and limits as set out herein. The Purchaser shall not be limited or restricted in any way, as to the disposition or distribution of the

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PURSUANT TO THIS
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BY: Stewart D. Bu
SECRETARY OF THE COMMISSION

purchased water by the Purchaser, except as otherwise provided herein.

3. This contract shall become effective beginning June 1, 1989, and shall continue for a period of forty (40) years certain thereafter, provided that in the event any court of competent jurisdiction shall ever hold that the duration of this Contract is illegal by reason of being in excess of twenty (20) years, then it is agreed by the parties that this Contract shall be effective for a period of twenty (20) years, or for such shorter period as shall be determined to be valid by a final decision of such court; provided, however, this clause is not to be construed as indicating any doubt as to the validity or effectiveness of said forty year provision or of any other provision of this Contract.

4. The quality of water delivered by the Seller to the point of sale by the Purchaser hereunder shall meet the standards of the Kentucky Natural Resources and Environmental Protection Cabinet or the governmental agency having jurisdiction for Potable Drinking Water. The Seller does not warrant, nor shall it be held liable for maintaining water quality beyond the point of sale to the Purchaser. The Purchaser shall bear full responsibility for maintaining the quality throughout it's distribution system.

5. The Seller shall deliver water to the Purchaser at a pressure of not less than thirty (30) pounds per square foot, provided for herein, at the maximum rate of delivery at the points of mutual connections between the parties during the period of withdrawal, which connecting points will be located as follows with the delivery rates specified for each.

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SECTION 9 (1)
BY: Stephen C. [Signature]
SECRETARY OF THE COMMISSION

A. On U.S. Highway 60 east of the City of Henderson at the Henderson County Water District booster station and meter pit, said point being at the northwest corner of the intersection of U.S. Highway 60 and Tillman-Bethel Road;

Seller Main Size: 8" Meter Size: 4"
Purchaser Main Size: 8"
Maximum Peak Flow Rate in GPM = 391
Maximum 30 Day Average Daily Usage = 450,000 Gallons

B. On Kentucky Highway 351 east of Henderson at the east line of Mt. Pisgah Cemetery;

Seller Main Size: 16" Meter Size: 4"
Purchaser Main Size: 8"
Maximum Peak Flow Rate in GPM = 477
Maximum 30 Day Average Daily Usage = 550,000 Gallons

C. On U.S. Highway 41S south of Henderson on the southeast corner of the intersection of U.S. Highway 41S and Kentucky Highway 425 By-Pass.

Seller Main Size: 12" Meter Size: 4"
Purchaser Main Size: 10"
Maximum Peak Flow Rate in GPM = 239
Maximum 30 Day Average Daily Usage = 275,000 Gallons

D. On U.S. Highway 41A on the northwest side of the intersection of said highway and Kentucky Highway 485, By-Pass;

Seller Main Size: 10" Meter Size: 4"
Purchaser Main Size: 8"
Maximum Peak Flow Rate in GPM = 304
Maximum 30 Day Average Daily Usage = 350,000 Gallons

E. On Old Corydon Road southwest of Henderson at the intersection of said road with Wilson Station Road;

Seller Main Size: 8" Meter Size: 4"
Purchaser Main Size: 3"
Maximum Peak Flow Rate in GPM = 22
Maximum 30 Day Average Daily Usage = 25,000 Gallons

F. On U.S. Highway 60 west of Henderson at the University of Kentucky Community College;

Seller Main Size: 12" Meter Size: 4"
Purchaser Main Size: 8"
Maximum Peak Flow Rate in GPM = 304
Maximum 30 Day Average Daily Usage = 350,000 Gallons

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In the event of a temporary loss, or reduction of flow to any one or combination of the above connection points, then the Seller agrees to allow usage over the established maximum daily usage at the other connection points provided that the total daily usage does not exceed 2,000,000 gallons and that the Seller is capable of allowing the increased usage until the temporary loss or reduction is abated.

6. The Seller shall supply the water required by the Purchaser, not exceeding a thirty day average of 2,000,000 gallons of water for each 24-hour period; provided however, during any 24-hour period Purchaser's consumption shall not exceed a peak of 2,500,000 gallons or 25% of the total consumption of the Seller whichever is less. After January 1, 1996, the aforementioned supply levels may be increased to 2,500,000 gallons and 3,000,000 gallons respectively, provided a written request is made by the Purchaser for the increase and provided that the Seller has the additional capacity at that time to grant the increase. If the increase is granted by the Seller it will be made without cost to the Purchaser. The Seller's obligation to supply the foregoing quantities of water is subject to reduction in the case of unavoidable casualty, major fires within Seller's direct service area, equipment failure, acts of God, strikes or other instances beyond the control of the Seller and as provided for otherwise herein.

7. The Seller shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the Purchaser and to avoid any shortage or interruption of delivery of water. Emergency failures of pressure or supply due to main supply line

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breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service. In the event of an extended shortage of water or the supply of water to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished. The Seller shall not be liable to the Purchaser or any of the Purchasers customers for any failure, interruption or shortage of water, or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond ~~the Seller's~~ reasonable control of the Seller.

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8. It is agreed that if the population of the Seller should increase to such an extent that the Seller's ~~existing~~ ^{water} utilities existing at the time of this contract (current ~~water~~ ^{water} treatment plant expansion project included) could not serve the population of the Seller, then the Seller, upon written notice to the Purchaser, shall have the right to notify the Purchaser that on a certain date no sooner than thirty-six months from the date of such written notice, the quantity of water to be supplied by the Seller to the Purchaser will be reduced to a specified maximum established by the Seller for each 24-hour period thereafter. Upon receipt of such notice, the District shall have the option of (a) accepting such notice and the reduction specified therein; (b) obtaining an additional source of supply for the needs of the District on or after the effective date and continuing to purchase the limited quantity available from the Seller, or a portion thereof, on and after the effective date; or

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(c) negotiating a new agreement with the Seller for increasing the capacity of the water plant and distribution system of the Seller by an amount sufficient to accommodate the increased needs of the Seller together with the needs of the Purchaser.

9. In the event that the Purchaser requires water in a quantity or quantities greater than a thirty day average of 2,000,000 gallons in any 24-hour period, (or greater than the quantities as may be subsequently adjusted) the Purchaser shall notify the Seller in writing of said fact and shall request the Seller to provide the necessary additional facilities to furnish the additional water to the Purchaser. Said notice shall specify in good faith the total number of gallons of water required by the Purchaser in any 24-hour period at each connection point and shall state the agreement of the Purchaser that the Purchaser will consume or pay for fifty percent (50%) of the total additional amount of water which it states it requires. When the Seller receives such notice, the Seller shall notify the Purchaser in writing within sixty (60) days whether or not the Seller intends to provide additional facilities and the Purchaser's share of the cost for the additional facilities in order to provide such additional water within the maximum of thirty-six (36) months after the date of the written reply of the Seller to the Purchaser's demand for additional water. The Purchaser's share of cost shall be computed and paid based on the pro-rata percentage of the capacity of the total cost for the additional facilities including debt service based on the Purchaser's percentage of usage of the additional facilities annually for the period of fifteen years or for the period of financing for

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the facilities whichever is longer. The total capital costs including debt service, for the construction of these additional facilities shall be excluded from future rate computations.

If the Seller declines to provide additional facilities or if the Purchaser does not agree to pay its share of the cost for the additional facilities then the Purchaser shall have the right to provide itself with such additional facilities for the production of water and with such additional water as it may require. In the event the Purchaser provides additional facilities, the first 1,000,000 gallons per day shall continue to be purchased from the Seller.

10. Master Meters shall be furnished and installed at the expense of the Purchaser and shall be located at a reasonable place or places at the points of connection of the Purchaser's system with the Seller's system, as mutually agreed upon by the parties. Such Master Meters shall be equipped (also at the expense of the Purchaser) with check valves or backflow prevention devices as may be acceptable to Seller, which shall be located at a reasonable place or places at or near the point(s) of connection of said two systems, as shall be mutually agreed upon by the parties. Such Master Meters shall measure the water furnished by the Seller and used by the Purchaser, on a monthly basis, and will be used as a basis to determine the monthly amounts to be paid by the Purchaser to the Seller for such water, subject to all applicable conditions and limitations mentioned herein. The meter or meters shall be read, so far as practicable, in accordance with the common practice of the waterworks system of the Purchaser, and all billings shall be

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(8)

made in accordance with such water meter readings at the existing rate.

11. The Master Meters shall be checked by both the Seller and the Purchaser through their authorized agent or employees, and said Master Meters, check valves and backflow prevention devices shall be maintained and tested by the Purchaser according to any applicable rules and regulations of the Public Service Commission of Kentucky, and if found to be inaccurate, shall be corrected as soon as practicable, and adjustments based on such meter testings shall be made in previous payments for the preceding six months' billings, to conform to the results of such tests.

The Purchaser shall maintain (at its own expense) standby master meters for temporary replacement of any master meters removed for testing or repair.

12. The Purchaser agrees to pay for the water so sold and delivered to the point where the Meters are installed at the initial rate of \$0.6463 (64.63 cents) per one thousand (1,000) gallons of water delivered through the Master Meters, said payments to be made monthly not later than the 15th day of each month after the reading of said Master Meters. On September 1, 1989, ~~ninety (90) days after the date of this contract~~ ^{SCM by ARV} the rate shall increase to \$0.7500 (75.00 cents) per one thousand (1,000) gallons of water delivered.

13. The Seller covenants to maintain said rates for periods of at least one year. The rates charged to the Purchaser may be increased or decreased as follows:

Upon written request of either party, made at least sixty (60) days in advance of the proposed effective date of such

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BY: Stephan Bue SECRETARY OF THE COMMISSION

adjustment, such rates shall be adjusted based on the actual costs of the Seller; however, the rate shall never be less than \$0.7500 (75.00 cents) per one thousand (1,000) gallons except as hereinbefore provided and the rate shall never be increased to the level that the percentage of the revenue being paid by the Purchaser to the Seller, in relation to the Seller's total revenue from water sales, is greater than the percentage of the Purchaser's consumption in relation to the Seller's average total consumption. The costs so taken into account shall be the Seller's costs for treating and distributing water, including direct cost of operations, depreciation and all general and administrative costs as well as debt service interest cost pro-rated based on the percentage of the total direct cost of operations for the water and sewer systems which is associated with the water treatment plant and water distribution system, exclusive of the cost of collecting its charges therefor, such costs plus a 25% markup shall be certified to Purchaser by the Seller. Such costs of treating and distributing water shall be based on the net total number of gallons of water pumped into the distribution system by the Seller, excluding the amount of water used directly by the Seller in the operation of the water and sewage treatment plant facilities. The base period for calculating a rate adjustment shall be the full fiscal year of the Seller immediately preceding the receipt of the written request.

14. In consideration of the agreements of the Seller contained herein, the Seller agrees that throughout the effective period of this contract or any renewal thereof, Purchaser shall continue to have the sole and exclusive right, *far as the*

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BY: *Stefano Bue*
SECRETARY OF THE COMMISSION

Seller is concerned, to sell, serve and provide water to water users and water customers within Henderson and Webster Counties located outside an area generally situated adjacent to and outside of the boundaries of the Seller, which area is more particularly described and identified in "Exhibit A" and "Map A" attached hereto and initialed by the parties; and the Seller agrees, except as herein provided, not to provide metered water services within said described area without the written permission of the Purchaser, and to refrain from competition with the Purchaser within said area during the effective period of this contract or any renewal thereof.

In the event any discrepancies are found between the legal description in "Exhibit A" and the "Map A", the boundary described by "Map A" shall prevail.

If a potential customer is located in an area near the common boundary between the Seller and Purchaser, and that area has not previously been served by either the Seller or Purchaser, then it is agreed that whichever party can most readily and accessibly serve this potential customer and is willing to do so shall hereby have permission to serve outside their respective boundaries. Once a customer is served by either the Seller or Purchaser then the service shall remain in effect perpetually and that area shall automatically become part of the service area of whichever party provides the service.

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15. The Seller agrees that at its own expense, it will procure, furnish, install, operate and maintain the necessary facilities, rights-of-way and easements required to furnish the water service necessary to serve the points described in paragraph 5 hereinbefore.

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BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

16. Subject to other provisions of this Contract, all water mains connecting between the Seller and the Purchaser shall remain fully open at all times except during emergencies declared by the Mayor, City Manager, Chairman, General Manager or Superintendent of the Seller or by the Chairman or Superintendent of the Purchaser. During such declared emergencies the connections may be closed on a temporary basis until the emergency is abated.

In the event of a disaster which would interrupt the production or distribution of water from Seller's facilities, Seller reserves the right to withdraw water from Purchaser's system; provided, however, that on a percentage basis of normal usage the supply of water available to the Purchaser shall remain at least equal to the supply of water made available to the Seller, and the Purchaser makes no warranty whatsoever regarding the quality of any water withdrawn from its system.

This right is reserved at all points of connections between the Seller's and Purchaser's systems. ~~Public water withdrawn~~ will be either metered or calculated and the amount ~~added~~ ^{charged} against Purchaser's consumption. PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

In the event of a continuing interruption in the Seller's ability to produce and distribute water, Purchaser agrees to allow the Seller to utilize the Purchaser's distribution system to convey water to the Seller from other sources, until the interruption is abated. The water shall be metered into the Purchaser's system and metered again into the Seller's system. The Seller shall pay the full cost for all water delivered into the Purchaser's system and Purchaser shall pay Seller for the water consumed within the Purchaser's system at the rate in effect at that time. MAY 03 2001 PURSUANT TO 807 KAR 5011 SECTION 9 (1) BY: Stephan O. Butcher SECRETARY OF THE COMMISSION

17. A. In the event that the Seller should provide sewerage service to customers within the Purchaser's water service area. Purchaser agrees to provide individual customer water consumption information to the Seller. The information shall be provided only for those customers which have both water and sewer service. The Purchaser shall supply this information to the Seller within seven calendar days after the water billing is generated. Seller shall reimburse Purchaser for all costs incurred in providing this billing information.

B. The Purchaser agrees to allow the Seller at its option to service new commercial or industrial large water customers within the Purchaser's service area. A large water customer shall be defined as any customer which will use an average of more than 150,000 gallons per week. In the event the Seller elects to serve a large customer, the Seller shall extend water mains directly to the customer and shall not utilize the mains or facilities of Purchaser in supplying the customer.

18. The terms of this Contract are subject to the provisions of the rights of the respective holders of any bonds constituting a lien against the waterworks systems of the respective parties or against the revenues thereof.

19. Nothing contained in this contract is to be construed or intended by the parties as divesting the Public Service Commission of Kentucky of its jurisdiction over the Purchaser, under the laws of Kentucky in force during the life of this Contract, if such jurisdiction exists.

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BY Stuart B. W.
SECRETARY OF THE COMMISSION

20. This Contract shall in no event be transferred or assigned by either party without the written consent of the other, unless required by law, and in such event, this agreement shall inure to and be binding on both parties, their successors and assigns.

21. If any section, paragraph or clause of this Contract shall be held invalid, the invalidity of such section, paragraph or clause shall not affect any of the remaining provisions of this Contract; however, the invalidity of any provision herein shall be just cause by thirty (30) days written notice by either party to request that a completely new contract be negotiated.

22. Upon approval of this Contract by the respective parties involved, all previous contracts, supplemental contracts and amendments shall be rendered null and void.

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BY: Stephan O Bell
SECRETARY OF THE COMMISSION

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized officers of the parties hereto, with their corporate seals affixed, as of the date first hereinabove written.

CITY OF HENDERSON, Kentucky
acting by and through the City of
Henderson Water and Sewer
Commission

By *Robert Ralston*
Chairman

ATTEST:

William G. Hill
Approved By:

CITY OF HENDERSON, Kentucky

By *William H. [unclear]*
Mayor *March 14, 1989*

ATTEST:

Theresa Crafton
City Clerk
(Seal of City)

HENDERSON COUNTY WATER DISTRICT

By *David C. House*
Chairman

ATTEST:

Curtis L. [unclear]
Secretary

(Seal of Water District)

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BY: *Stephan O. Bell*
SECRETARY OF THE COMMISSION

EXHIBIT "A"

DESCRIPTION
HENDERSON CITY & COUNTY WATER DISTRICT BOUNDARIES

Beginning at a point located at the low water mark of the Ohio River on the Kentucky-Indiana boundary line, said point being 14,520 feet in a straight line easterly from the intersection of the centerline of the northbound lanes of U.S. Highway 41 and the Kentucky-Indiana boundary, and said point having approximate Kentucky State Plane South Zone coordinates of X=1,494,588 and Y=578,272; thence approximately South 17 degrees 21 minutes East, 4,053 feet more or less to the centerline intersection of the Tillman Bethel Road and Green River Road, said centerline intersection having approximate State Plane coordinates of X=1,495,796 and Y=574,403; thence approximately South 38 degrees 20 minutes West, 11,199 feet more or less to a point at the end of Melody Lane, said point having approximate State Plane coordinates of X=1,488,851 and Y=565,617; thence approximately South 2 degrees 04 minutes West, 3,706 feet more or less to a point in the centerline of said Tillman Bethel Road opposite the existing Henderson County Water District pump station, said point having approximate State Plane coordinates of X=1,488,716 and Y=561,913; thence approximately South 3 degrees 50 minutes East, 7,659 feet more or less to a point in the centerline of the Zion and Larue Road (Kentucky Highway #1539), said point being 3,700 feet northwesterly of the intersection of said Zion and Larue Road with Holloway and Rucker Road (Kentucky Highway #1539), and said point having approximate State Plane coordinates of X=1,489,229 and Y=554,271; thence approximately South 49 degrees 54 minutes West, 10,404 feet more or less to a point in the centerline of Kentucky Highway #351, said point being the southeast corner of Mt. Pisgah Cemetery, and having approximate State Plane coordinates of X=1,481,270 and Y=547,570; thence approximately South 29 degrees 34 minutes East, 1,991 feet more or less to the centerline intersection of Air Force Road (Kentucky Highway #812) and Elam Ditch, and said intersection having approximate State Plane coordinates of X=1,487,680 and Y=536,271; thence approximately North 80 degrees 37 minutes West, 10,235 feet more or less to the centerline intersection of the Pennyrile Parkway and Kentucky Highway #425, said centerline intersection having approximate State Plane coordinates of X=1,477,582 and Y=537,939; thence with the centerline of said Kentucky Highway #425 as it meanders, but when reduced to a straight line being approximately South 71 degrees 25 minutes West, 10,257 feet more or less to the centerline intersection of said Kentucky Highway #425 and Canoe Creek, and said intersection having approximate State Plane coordinates of X=1,467,850 and Y=534,672; thence with the centerline of said Canoe Creek as it meanders, but when reduced to a straight line being approximately South 2 degrees 15 minutes East, 6,481 feet more or less to the centerline intersection of said Canoe Creek and a farm road crossing said Creek, and having approximate State Plane coordinates of X=1,468,114 and Y=528,196; thence approximately South 42 degrees 15 minutes West, 1,782 feet more or less to the

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centerline intersection of Kentucky Highway #1299 and Kentucky Highway # 1217, and said intersection having approximate State Plane coordinates of X=1,466,916 and Y=526,877; thence approximately North 7 degrees 33 minutes West, 6,883 feet more or less to a point in the North line of the George Mattingly (now or formerly) property, said point being the Southeast corner of the Mary Louise Whalen (now or formerly) property, the Southwest corner of the D & D Farms (now or formerly) property, and having approximate State Plane coordinates of X=1,466,013 and Y=533,701; thence with the South line of said Whalen property, approximately North 54 degrees 37 minutes West, 1,254 feet more or less to the intersection of said South line and the centerline of said Kentucky Highway # 425, and said intersection having approximate State Plane coordinates of X=1,464,990 and Y=534,427; thence with the centerline of said Kentucky Highway #425 as it meanders, but when reduced to a straight line being approximately North 84 degrees 12 minutes West, 2,466 feet more or less, to the centerline intersection of said Kentucky Highway #425 and U.S. Highway #41-A, said centerline intersection having approximate State Plane coordinates of X=1,462,537 and Y=534,676; thence with the centerline of said Kentucky Highway #425 as it meanders, but when reduced to a straight line being approximately North 80 degrees 00 minutes West, 3,634 feet more or less to the centerline intersection of said Kentucky Highway #425 and Wilson Creek, and said intersection having approximate State Plane coordinates of X=1,458,958 and Y=535,307; thence with the centerline of said Wilson Creek as it meanders, but when reduced to a straight line being approximately South 78 degrees 09 minutes West, 5,282 feet to the centerline intersection of said Wilson Creek and another smaller un-named creek flowing in from the North, and said intersection having approximate State Plane coordinates of X=1,453,789 and Y=534,223; thence approximately North 71 degrees 20 minutes West, 4,394 feet more or less to a point in the centerline of the Wilson Station Road, said point being located 250 feet along the centerline of said Wilson Station Road from the centerline of the Old Corydon Road, and said point having approximate State Plane coordinates of X=1,449,625 and Y=535,629; thence approximately North 83 degrees 58 minutes West, 5,060 feet more or less to the centerline intersection of U.S. Highway 60 and Jarboe Lane, said centerline intersection having approximate State Plane coordinates of X=1,444,593 and Y=536,161; thence approximately North 19 degrees 28 minutes West, 5,538 feet more or less to a point in a road or lane leading to J.T. Southard's (now or formerly) farm, said point being J.T. Southard's (now or formerly) northwesterly corner and A.E. Keach's (now or formerly) westerly corner, said intersection having approximate State Plane coordinates of X=1,442,747 and Y=541,383; thence approximately North 8 degrees 44 minutes East, 909 feet more or less to a point in the south line of the Henderson City-County Airport property; thence with said Henderson City-County Airport property line as it meanders, the following twenty-four (24) calls:

- (1) South 84 degrees 00 minutes West, 400.00 feet;

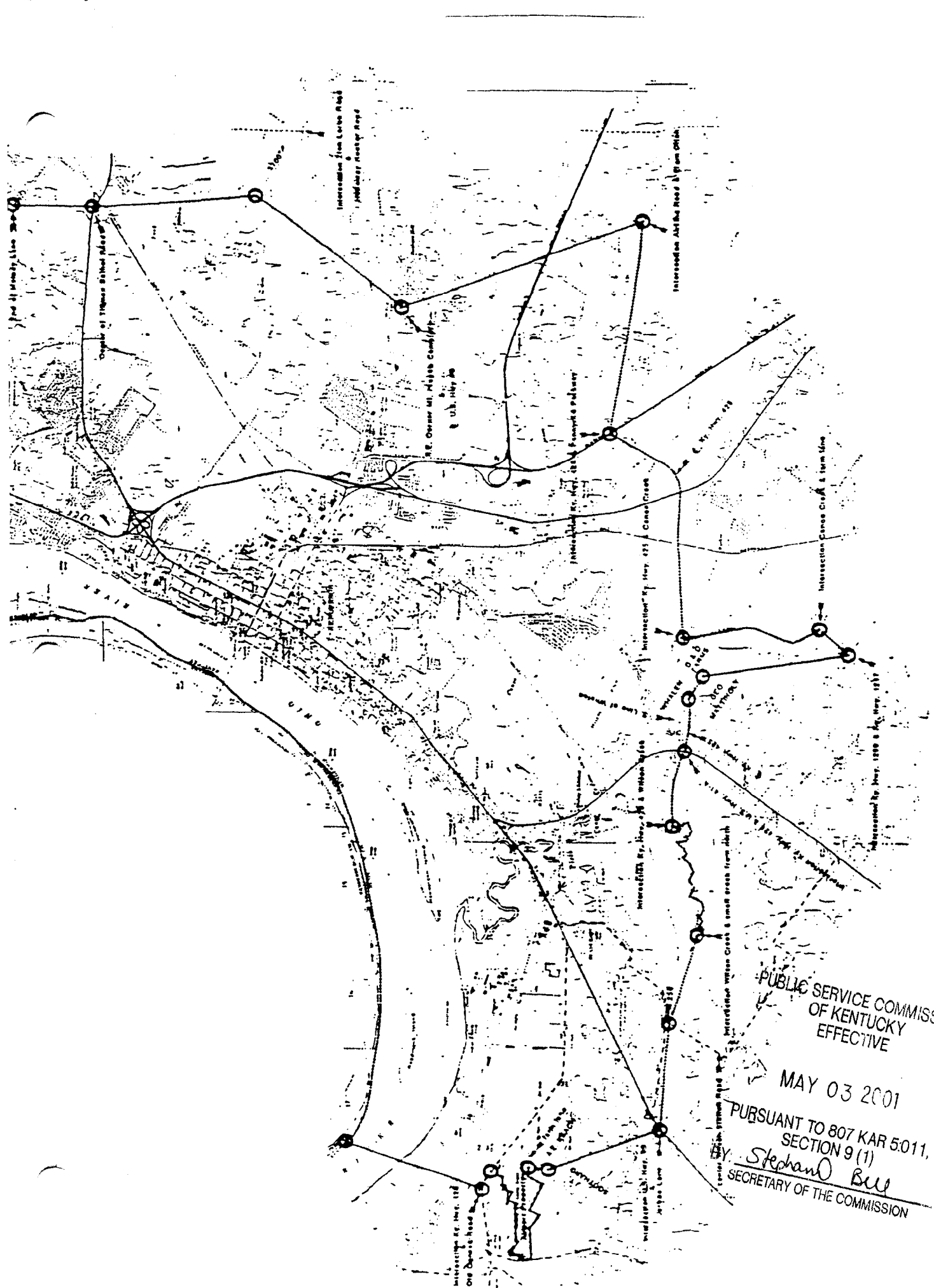
(2) South 22 degrees 28 minutes West, 780.95 feet;
 (3) North 58 degrees 19 minutes West, 1,047.40 feet;
 (4) South 84 degrees 00 minutes West, 402.70 feet;
 (5) South 22 degrees 57 minutes West, 515.10 feet;
 (6) North 58 degrees 45 minutes West, 741.90 feet;
 (7) South 84 degrees 00 minutes West, 1,614.20 feet;
 (8) North 13 degrees 14 minutes West, 353.80 feet;
 (9) North 76 degrees 17 minutes East, 302.00 feet;
 (10) North 59 degrees 00 minutes West, 248.80 feet;
 (11) North 89 degrees 50 minutes East, 174.80 feet;
 (12) North 6 degrees 47 minutes West, 376.60 feet;
 (13) South 58 degrees 42 minutes East, 203.00 feet;
 (14) North 14 degrees 03 minutes East, 112.00 feet;
 (15) South 58 degrees 51 minutes East, 557.50 feet;
 (16) North 28 degrees 25 minutes East, 70.05 feet;
 (17) North 81 degrees 30 minutes East, 1,886.08 feet;
 (18) North 23 degrees 05 minutes East, 280.49 feet;
 (19) South 77 degrees 26 minutes East, 401.34 feet;
 (20) North 11 degrees 40 minutes East, 305.40 feet;
 (21) North 84 degrees 00 minutes East, 210.00 feet;
 (22) North 10 degrees 56 minutes East, 174.51 feet;
 (23) South 86 degrees 27 minutes East, 387.40 feet;
 (24) North 22 degrees 39 minutes East, 692.60 feet more or less
 to a point in the centerline of Kentucky Highway #136, said point
 having approximate State Plane coordinates of X=1,442,710 and
 Y=544,012; thence with the centerline of said Kentucky Highway
 #136 as it meanders, but when reduced to a straight line being
 approximately North 63 degrees 47 minutes West, 994 feet more or
 less to the centerline intersection of said Kentucky Highway #136
 and the Old Geneva Road, and said intersection having approximate
 State Plane coordinates of X=1,441,819 and Y=544,452; thence
 approximately North 21 degrees 56 minutes East, 6,748 feet more
 or less to a point in the Kentucky-Indiana boundary, said point
 having approximate State Plane coordinates of X=1,444,339 and
 Y=550,712; thence with the meanders of the Kentucky-Indiana
 boundary, but when reduced to a straight line being approximately
 North 61 degrees 15 minutes East, 57,310 feet more or less to the
 point of beginning.

The bearings contained herein are scaled from the U.S.G.S. 7
 1/2 minute Topographic Quadrangle Maps, with the exception of the
 bearings around the Henderson City-County Airport property, which
 are derived from information contained in the files of Branson
 Surveys, inc.

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