

FOURTH AMENDMENT TO WATER PURCHASE CONTRACT

This Fourth Amendment of Contract for sale and purchase of water is entered into on this the 9 day of November, 1992, by and between the CITY OF LAWRENCEBURG, City Hall, Lawrenceburg, Kentucky, 40342, hereinafter referred to as the "Seller", and the SOUTH ANDERSON WATER DISTRICT, Court Street, Lawrenceburg, Kentucky, 40342, hereinafter referred to as the "Purchaser".

W I T N E S S E T H :

WHEREAS, on March, 1974, the Seller herein entered into a water purchase contract named and entitled, "USDA-FHA, Form FHA 442-30 (3-4-68)," said contract providing for the purchase of water and setting forth certain terms and conditions of said purchase; and,

WHEREAS, on September 4, 1979, the Seller herein entered into an "Amendment to Water Purchase Contract," said Amendment to Water Purchase Contract providing for the purchase of water and setting forth certain terms and conditions of said purchase; and,

WHEREAS, on September 8, 1986, the Seller herein entered into a "Second Amendment to Water Purchase Contract," said second amendment to water purchase contract providing for the purchase of water and setting forth certain terms and conditions of said purchase; and,

WHEREAS, on May 13, 1991, the Seller herein entered into a "Third Amendment to Water Purchase Contract," said third amendment to water purchase contract providing for the purchase of water and setting forth certain terms and conditions of said purchase; and,

WHEREAS, the Purchaser wishes to re-confirm and ratify each and every word, term, phrase, and figure therein, save and except the duration of the term of said contract; and,

WHEREAS, by Resolution by the Board of Commissioners of said Purchaser authorizing said ratification and proposed fourth amendment and further authorizing the execution of this ratification and fourth amendment by its Chairman, and further, by Resolution enacted on November 9, 1992, by the Board of Council of the City of

Lawrenceburg, authorizing the Mayor to execute this ratification and fourth amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein set forth, it is agreed as follows:

I. The Seller and Purchaser agree that each and every word, term, phrase, sentence and figure of the original water purchase contract, dated March 22, 1974, and the amendment dated September 4, 1979, the second amendment dated September 8, 1986, and the third amendment dated May 13, 1991, by and between the parties is hereby ratified and re-confirmed, save and except as hereinafter set forth.

II. The Seller Agrees:

A. (Quality and Quantity) To furnish the Purchaser at the point of delivery specified in the original contract, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the appropriate Kentucky Water Standards Department, and the Anderson County Board of Health, in such quantity as may be required by the Purchaser not to exceed ten million gallons per month.

III. The Purchaser Agrees:

A. (Rates and Payment Date) To pay the Seller, not later than the 28th day of each and every month, for water delivered in accordance with the terms of the original contract as amended heretofore, at the rate to be charged by the Seller per City Ordinance.

IV. It is mutually agreed between the Seller and the Purchaser that the term of this Contract shall extend for a period of forty-five (45) years from and after the date of this Contract, and thereafter may be renewed or extended for such term or terms, as may be agreed upon by the Seller and Purchaser.

IN TESTIMONY THEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this ratification and amendment of contract to be duly executed in four counterparts, each which shall constitute an original.

SELLER:

CITY OF LAWRENCEBURG, KENTUCKY

BY: Kenneth P. Hoskins
Kenneth P. Hoskins, Mayor

ATTEST:

Edwinna Baker
Edwinna Baker, Clerk

PURCHASER:

SOUTH ANDERSON WATER DISTRICT

BY: Bob Kincer
Bob Kincer, Chairman

ATTEST:

George Kihne
George Kihne, Secretary

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