

CONTRACT

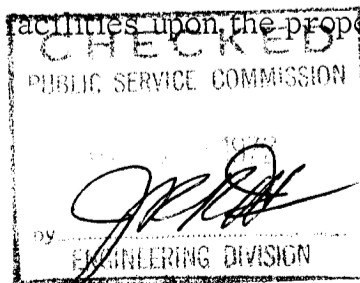
THIS CONTRACT, made and entered into this 19 day of August, 1972, by and between the EAST PENDLETON WATER DISTRICT, of Pendleton County, Kentucky, a municipal corporation formed under the provisions of Chapter 74 of the Kentucky Revised Statutes, hereinafter called Party of the First Part, and MARVIN SULLIVAN and SANDRA SUE SULLIVAN, his wife, of Pendleton County, Kentucky, hereinafter called Parties of the Second Part.

WITNESSETH: Whereas, the Party of the First Part is constructing a water system in the eastern portions of Pendleton County, Kentucky, pursuant to the authority granted it by the Public Service Commission of Kentucky; and,

WHEREAS, it is essential to the operation of such water system that the Party of the First Part acquire certain lands upon which to place elevated storage tanks, booster chlorinator stations and other such appurtenances unto said water system in order to provide safe and adequate water service to its customers; and,

WHEREAS, the Parties of the Second Part are the owners of a tract of land located along Kentucky Highway 159 in eastern Pendleton County, Kentucky, which land presents the most desirable topographical features for the construction of an elevated storage tank and booster chlorinator station and other such facilities needed in conjunction with the First Party's water system; and,

WHEREAS, it is mutually desired by each of the parties hereto to agree upon the location of said facilities upon the property of the Parties of the Second Part.



NOW THEREFORE, for and in consideration of the foregoing premises and the additional considerations hereinafter set forth, it is agreed by and between the parties hereto as follows:

(1) That the Parties of the Second Part will execute and convey unto said Party of the First Part, its successors and assigns in interest, a tract of land 50' by 50' located approximately 23 feet west of the barn located to the rear of Second Parties' premises all of which tract of ground is more specifically described in a deed of even date to said First Party.

(2) The Party of the First Part agrees that in consideration for such conveyance on part of said Parties of the Second Part to permit one cost-free tap to the proposed system at the time when the construction thereof permits such tap at the premises of the Parties of the Second and thereafter, without cost to said Second Parties to install the necessary line and meter from the transmission line of the East Pendleton Water District to a point immediately adjacent to the outside wall of Second Parties' residence.

(3) It is agreed that as an additional consideration the Party of the First Part will provide and make available for Second Parties' use, without charge, 3,000 gallons of water per month and that thereafter said Second Parties will be responsible for paying for each 1,000 gallons or fraction thereof at the regular rate for water service as it may from time to time exist, such payment for the excess over 3,000 gallons to be at the same rate per thousand assessed against any other customer of a similar class for such volume of water after the first 3,000 gallons.

(4) It is specifically agreed by and between the parties hereto that the Party of the First Part shall not construct any fence around

the water tower and related facilities that it may construct upon the land conveyed this day by said Second Parties and that it will be responsible for any and all damages to the buildings and grounds during the period of construction, or those damages which are directly related to the maintenance and operation of such facilities.

(5) It is agreed that this contract shall remain in full force and effect for so long as the Parties of the Second Part, Marvin Sullivan and Sandra Sue Sullivan, own the remainder of the property conveyed them by Arden Plummer and Zella Plummer, his wife.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto the day and date first above written.

EAST PENDLETON WATER DISTRICT

By: Paul E Hall  
Chairman

ATTEST:

Reslie Herbst  
Secretary

Marvin Sullivan

Sandra Sue Sullivan  
PARTIES OF THE SECOND PART

Subscribed and sworn to before me by Paul E. Hall, Chairman of the East Pendleton Water District and by Marvin Sullivan and Sandra Sue Sullivan, his wife, this 19 day of August, 1972.

My Commission Expires:

Robert E. Batchelder  
Notary Public