

THIS CONTRACT, made and entered into this 5 day of August
1982, by and between

JAMES LEO DOWNS and his wife, GAIL HOLT DOWNS, of Route #4,
Box 236-A, Bardstown, Nelson County, Kentucky, parties of the
first part, and

THE NORTH NELSON WATER DISTRICT, party of the second part,
WITNESSETH:

That for and in consideration of the mutual covenants and
agreements of the parties hereto, and herein contained, they
agree as follows:

1. First parties hereby grant unto second party the right
to place a water loading station on the property described as follows:

A certain tract of land located on the West side of U.S.
31-E approx. 6.0 mi. North of Bardstown and more particularly
described as follows:

Beginning at a post, corner to Houck and 50 feet from the
center of the road; thence with the road S $9^{\circ} 33'$ E 55 feet
to a point 50 feet from the center of the road, corner;
thence S $84^{\circ} 10'$ W 20 feet to a point; thence N $9^{\circ} 33'$ W
55 feet to a point in an existing fence thence with said
fence N $84^{\circ} 10'$ E 20 feet to the point of beginning,
containing 0.025 acres.

Being a portion of the same property to which first parties
acquired title by deed from John Martin Evans, unmarried,
of date March 5, 1982, and recorded in Deed Book 236, page
188, in the Nelson County Court Clerk's office.

2. First parties shall pay one-half of the cost of construction
of the water loading station, up to the sum of \$650.00. In the
event the cost of construction exceeds a total of \$1300.00,
second party shall be fully responsible for the excess costs.

3. Second party shall provide metered water to first parties
at the price of \$1.50 per 1,000 gallons. First parties shall be
entitled to sell the water at a rate of not more than 15¢ per 50
gallon barrel or \$3.00 per 1,000 gallons, at the loading station.

4. First parties shall be responsible for all maintenance on the water loading station.

5. The terms and conditions of this agreement shall continue unless sooner modified by mutual agreement of the parties.

In the event first parties wish to terminate the water loading business, they shall give second party sixty (60) days' notice of their intention to cease, and to vacate.

6. This agreement shall be binding upon the parties hereto their heirs, administrators, executors or assigns.

IN TESTIMONY WHEREOF, witness the signatures of first and second parties hereunto subscribed this 5-day of ~~June~~ ^{August}, 1982.

James Leo Downs
James Leo Downs
Gail Holt Downs
Gail Holt Downs

NORTH NELSON WATER DISTRICT
BY: [Signature]

STATE OF KENTUCKY

COUNTY OF NELSON, SCT

The foregoing instrument was acknowledged before me this 5th day of ~~June~~ ^{August}, 1982, by James Leo Downs and his wife, Gail Holt Downs, first parties, and by [Signature], of the North Nelson Water District, second party.

Brenda Smith
NOTARY PUBLIC, State of Ky. at Large

My commission expires: 12-17-83