

Fleming Co. Water

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THIS AMENDMENT to the Water Purchase Contract between Rowan Water, Inc., Morehead, Kentucky 40351, SELLER, and the Fleming County Water Association, Inc., PURCHASER, made and entered into this the 23rd day of May, 1985, as follows:

WITNESSETH: WHEREAS, by Contract dated August 10, 1983, between the parties hereto, the Seller agreed to sell the Purchaser certain amounts of water under the terms and conditions stated therein and further, it was mutually agreed between the Seller and Purchaser that the Contract was to extend for a term of forty (40) years from the date of the initial delivery of water as set out in Paragrah C. 1.;

NOW THEREFORE, said Contract is hereby amended as follows:

"C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this Contract shall extend for a term of -40- years from the date of this Amendment and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser."

WHEREAS, that the aforementioned Contract between the parties hereto dated August 10, 1983, at Paragraph A. 2. provided that the point of water delivery would be from an existing eight (8) inch main supply at a point located near Maxey Flat Road on Kentucky Highway 32 in Fleming County, Kentucky; and

WHEREAS, the Purchaser is expanding its water distribution system requiring delivery of water by the Seller at

the Seller's water tank site located off of Maxey Flat Road in Fleming County, Kentucky, in addition to the original water delivery site;

NOW THEREFORE, said Contract is hereby amended as follows:

"A. 2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at a minimum of forty (40) pounds at the following locations:

(a) An eight (8) inch main supply at a point located near Maxey Flat Road on Kentucky Highway 32 in Fleming County, Kentucky;

(b) At the Seller's water tank site located off of Maxey Flat Road in Fleming County, Kentucky, and being the same property conveyed to the Seller by deed from John G. Jackson and wife, Anna L. Jackson, dated February 2, 1982, recorded in Deed Book 154, Page 255, Fleming County Court Clerk's office. The Purchaser shall have the unrestricted use of the roadway leading from Maxey Flat Road to the Seller's water tank site for the purpose of maintenance, repair, inspection, and any other proper purpose associated with its purchase of water from the Seller, or its water distribution system.

The master meter monitoring the water sold by the Seller to the Purchaser shall be located on the Seller's water tank site.

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of

providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line 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 WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this amendment to be duly executed by their hereinafter stated officers, in duplicate, each of which shall constitute an original.

SELLER:

ROWAN WATER, INC.

BY: *Sherman R. Smith*
PRESIDENT

ATTEST:

Henry J. Davis
SECRETARY

PURCHASER:

FLEMING COUNTY WATER
ASSOC., INC.

BY: *J. E. Smith, Jr.*
J. E. SMITH, JR., PRESIDENT

ATTEST:

Wayne Craft
WAYNE CRAFT, SECRETARY

This Amendment is approved on behalf of the Farmers Home Administration, this 26 day of August, 1985.

BY: James A. Little

TITLE: Community & Business Programs Specialist