

**SEWER LINE AGREEMENT**

**THIS SEWER LINE AGREEMENT** is entered into and made effective this 16 day of August, 1997, by and between SOUTH 641 WATER DISTRICT, hereinafter referred to as District, of P. O. Box 2, Hazel, Kentucky 42049; and Roger Starks of 505 5th Street, Hazel, Kentucky 42049;

**WHEREAS**, South 641 Water District acquired a service obligation to a certain sewer line privately owned and lying in the City of Hazel, Kentucky; and

**WHEREAS**, Roger Starks is the owner of said sewer line which serves his residence on 505 5th Street; and

**WHEREAS**, South 641 Water District desires to provide sewer service to the sewer line owned by Roger Starks and which connects to sewer lines owned by South 641 Water District; and

**WHEREAS**, South 641 Water District charges a fee for providing the sewage removal and treatment services from the property of Roger Starks located on 505 5th Street, Hazel Kentucky, and Roger Starks desires that South 641 Water District be paid for sewage removal and treatment services to said property; and

**WHEREAS**, Roger Starks, as the owner of the sewer line, shall be responsible for the maintenance of said line.

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SECTION 5 (1)  
BY: Stephan Bee  
SECRETARY OF THE COMMISSION

NOW, THEREFORE, for and in consideration of the premises and the covenants and promises contained herein, the parties covenant and agree with one another as follows:

1. South 641 Water District shall supply sewage removal and treatment services to the property of Roger Starks through the sewer line privately owned by Roger Starks for so long as the owner of said property pays a reasonable service charge to be set within the discretion of South 641 Water District and in accordance with Public Service Commission regulations for said sewage removal and treatment services; the sewer line is maintained in a workable state of repair; and the appropriate governmental agencies approve the providing of such services by South 641 Water District.

2. Roger Starks agrees to maintain the sewer line which he owns in a condition which is suitable for its purpose and which is acceptable to South 641 Water District for said purposes and any and all other governmental agencies with authority to regulate the same.

3. Roger Starks agrees to obtain from the City of Hazard an easement for maintenance and repair and to allow himself or his agents (to include South 641 Water District when appropriate) access to the sewer line which he owns. Roger Starks further agrees to have said easements properly recorded in order that such

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BY: Stephan D. Bell  
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easements will "run with the property" and be made known to the public, including future potential buyers of said properties.

This Agreement is executed this 16 day of August, 1997.

SOUTH 641 WATER DISTRICT

BY: John Mechler  
JOHN MECHLER, CHAIRMAN

Roger Starks  
ROGER STARKS

STATE OF KENTUCKY )  
COUNTY OF CALLOWAY )

SUBSCRIBED AND SWORN to before me on this 16 day of August, 1997, by John Mechler as Chairman of South 641 Water District, to be his authorized act and deed for and on behalf of said South 641 Water District.

(SEAL)

Velma Miller

NOTARY PUBLIC

My Commission Expires: 9-19-99

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SECTION 9(1)  
BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

STATE OF KENTUCKY )

COUNTY OF CALLOWAY )

SUBSCRIBED AND SWORN to before me on this 16 day of

August, 1997, by Roger Starks to be his act and deed.

(SEAL)

Velma Miller

NOTARY PUBLIC

My Commission Expires: 9-19-99

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PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan Bue  
SECRETARY OF THE COMMISSION