

THIS AGREEMENT, made and entered into at
Bardstown, Kentucky, on this the 31st day of March, 1971,
by and between the

NORTH NELSON WATER DISTRICT, of Nelson County, Kentucky,
party of the first part, and

THE CITY OF BARDSTOWN, KENTUCKY, a municipal corporation
in Nelson County, Kentucky, party of the second part,

WITNESSETH:

THAT WHEREAS, the parties hereto are mutually desirous
of providing for the construction of a 260,000 gallon steel water storage
tank to be located on U. S. Highway #31-E just north of the present terminal
point of the existing water lines of the City of Bardstown, and

WHEREAS, the construction of such a water storage tank is
felt to be a mutual advantage and benefit to each of the parties to this
agreement,

NOW THEREFORE, in consideration of the mutual promises
and agreements hereinafter set forth, it is mutually agreed by and between
the parties hereto, as follows:

1. Party of the first part, North Nelson Water District,
shall be responsible for and provide the following services in connection
with the construction of said water storage tank:

A. At its expense provide the plans and specifications
for the construction of the steel standpipe to be of sufficient height to pro-
duce a static pressure of 31 PSI at station 20+20 as indicated on North
Nelson Water District construction plans prepared by Kennoy & Co., Job
Numbers 769.

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SECTION 2.11
BY: _____
FOR THE _____

B. Pay to the party of the second part, the sum of \$19,347.00 as a Connecting Fee in lieu of the purchase of the tank site and one half of the cost of the Tank Contract as bid by the Caldwell Tank Co. of Louisville, Kentucky. Said Connecting Fee is to be paid to the party of the second part within thirty (30) days after work is begun on the aforesaid Tank.

2. The City of Bardstown, Kentucky, party of the second part, hereby agrees to perform and be responsible for the following services with reference to the construction of said water storage tank:

A. At its expense to build a 6" (six inch) water line from the present terminal point of its existing lines to the water storage tank to be constructed, said line will be required for fire flow and domestic and commercial service;

B. Construct the concrete foundation and valve pit, the 2" water meter to be furnished in the valve pit, all at second party's expense;

C. After completion of construction and acceptance as constructed as provided in paragraph 2(F) hereof, at the city expense to keep in repair and maintain in use the subject water storage tank, until such time as the parties hereto mutually agree that same is no longer needed or that the continued maintenance of same is no longer economically feasible;

D. At its expense provide the land site on which the construction of said water storage tank (standpipe) is to be made; after completion of construction and acceptance as constructed, the absolute title and ownership of the land site, storage tank, and related equipment

shall be vested in the second party by good and sufficient fee simple instrument of title with covenants of usual warranties, free of all liens and encumbrances;

E. Second party may at its option contract with the contractors employed by the first party to construct the items listed in paragraphs 2(A), 2(B), and 2(C) above. Second party shall also have the right to enlarge capacity of or revise plans for the aforesaid tank as designed by the Consulting Engineer of the first party. Furthermore, second party may move said tank to any other location they may desire so long as they provide potable water at a static head of 74 feet at station 20+20 on Plan Sheet No. 5 of Plans for this Project.

F. At its expense to contract for the construction of the subject water storage tank (standpipe) and to indemnify and save harmless the first party from any and all losses, damages, claims, suits or actions, judgments and cost which may arise or grow out of any injury to or death of persons or damage to property incurred during the construction of same.

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3. No item or paragraph contained in this agreement shall be construed or interpreted so as to deny or prohibit within the scope and purpose of this agreement full use of the water storage tank to be constructed by either of the parties for their mutual or separate advantage, provided, however, that the use by one of the parties shall not endanger the use of the other party.

PURSUANT TO 807 KAR 5011,
SECTION 1(9)

4. This contract shall remain in full force and effect until terminated by mutual agreement or as herein provided.

IN WITNESS WHEREOF, the parties have hereunto subscribed

their names in duplicate the day and year first above written.

NORTH NELSON WATER DISTRICT

By: W. J. Host
Chairman

ATTEST:

Henry C. Hart
Secretary-Treasurer

CITY OF BARDSTOWN, KENTUCKY

By: Leola M. Wilson
Mayor

ATTEST:

Edward E. Brumley
City Clerk

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PURSUANT TO 807 KAR 5011,
(ELECTRIC)

BY: [Signature]
[Title]

THIS INSTRUMENT WAS PREPARED
BY W. R. GENTRY JR. ATTORNEY
BARDSTOWN, KY.

W. R. Gentry Jr.