

AGREEMENT FOR SALE OF WATER

This Agreement entered into this 5th day of June, 2011, by and between the Todd County Water District (hereinafter called "Seller") and the Christian County Water District (hereinafter called "Purchaser");

WITNESSETH:

WHEREAS, Seller and Purchaser are water districts organized in existing pursuant to the laws of the Commonwealth of Kentucky;

WHEREAS, Todd County Water District is a member of the Logan Todd Regional Water Commission;

WHEREAS, Purchaser has areas of its territory and residents therein, who desire a supply of water;

WHEREAS, Logan Todd Regional Water Commission has a water transmission line in the area where Christian County Water District is unable to supply a reliable source of treated water;

WHEREAS, Purchaser is not a member of the Logan Todd Regional Water Commission and as a result thereof, cannot purchase water directly from Logan Todd Regional Water Commission;

WHEREAS, Todd County Water District can sell water to Purchaser;

WHEREAS, to obtain the supply and meet the demands of its customers, Purchaser desires to purchase water from seller;

NOW, THEREFORE, the Parties agree as follows:

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1. Seller agrees to sell, and Purchaser agrees to purchase water treated by Logan Todd Regional Water Commission at a metering station to be located at Barkers Mill Rd.

2. Seller shall install at Purchaser's expense, a meter to measure the water withdrawn from the Logan Todd Regional Water Commission transmission line and sold to the Purchaser.

3. Purchaser shall pay the Seller the current rate Seller pays Logan Todd Regional Water Commission for water and in addition thereto, shall pay Seller Fifty Dollars (\$50.00) per month for the water sold.

4. Seller shall invoice Purchaser once per month for water withdrawn. Purchaser will be expected to pay the amount charged upon receipt of an invoice.

5. The initial term of this agreement shall be for five (5) years. Seller and purchaser mutually agree this Agreement may be extended from time to time, upon mutual agreement of the parties.

6. Seller and Purchaser mutually agree, that from time to time, as the wholesale rate charged by Logan Todd Regional Water Commission to the Seller is adjusted the rate paid by the Purchaser shall be adjusted.

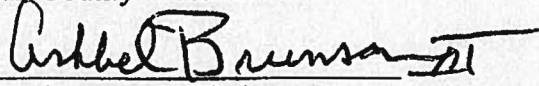
7. This is the entire agreement of the parties, no other term can be or will be considered unless executed with like formality.

Todd County Water District

By: George Brown
George Brown, Chairman

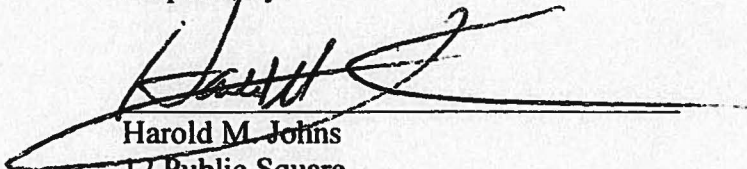


Christian County Water District

By: 

Ashbel Brunson, Chairman

Prepared by:



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