

RECEIVED

DEC 04 1995

PUBLIC SERVICE
COMMISSION

LEASE

THIS LEASE made and entered into this 22 day of November, 1995, by and between WILL ED AND JANE BUSHART parties of the first part, hereinafter referred to as "LESSORS", and NORTH MARSHALL WATER DISTRICT, party of the second part, hereinafter referred to as "TENANT", with the TENANT being NORTH MARSHALL WATER DISTRICT.

WITNESSETH:

1. DEMISED PREMISES: The LESSORS in consideration of the covenants to be performed by the TENANTS, as hereinafter set forth, hereby lease and demise to the TENANT the following:

DESCRIPTION:

The property described will be a 100' (one hundred foot) long X 100' (one hundred foot) square area on the East side of the Briensburg-Tatumsville Road, approximately 2640' South of the intersection of U.S. Highway 641 and the Briensburg-Tatumsville Road. The Tenant will pay the Lessor a sum of \$600.00.

2. TERM: The duration for this Lease shall be from December 1, 1995 and terminating at midnight on November 30, 1996. This Lease shall automatically be renewed, unless written notice is received by Certified Mail within ninety (90) days of the agreement termination date.

3. RENTAL: During the term of this Lease, TENANT will pay to the LESSORS the sum of \$1200.00 for the first year's rental on the above described real estate with said payment to be in lump sum or the first day of the term of this Lease. Thereafter, the sum on

DEC 05 1995

REAL
ESTATE & RESEARCH DIV.

\$600.00 shall be paid for each additional year this Lease is in effect for a total of \$600.00 per year in lump sum.

4. USE: TENANT may use and occupy the demised premises for any purpose(s) not in conflict with the laws of the Commonwealth of Kentucky and County of Marshall. Further, the Agreement provides for Ingress and egress rights for North Marshall Water District to install, repair, and maintain water lines, starters, valves and related equipment.

6. UTILITIES: TENANT shall be responsible for and shall pay promptly when due all charges of public or utility companies, including charges for electricity used by TENANT on the demised premises.

7. ALTERATIONS: TENANT shall not have the right to make alterations to the demised premises without the prior written consent of LESSORS. However, if alterations are to be made and approved, they shall be of good workmanship and materials and shall not lessen the valued of the demised premises. Title to all such alterations, changes or improvements made by the TENANT shall become the property of the LESSORS at the termination of this Lease.

8. FIRE AND CASUALTY LOSS: If any fire occurs on the demised premises and/or damages the building located on the demised premises, then the LESSORS shall have the sole discretion as to whether or not the demised premises will be rebuilt at the expense of the LESSORS. If the LESSORS decide not to rebuild and terminate the Lease, the TENANT will immediately vacate said premises.

9. DEFAULT: If the demised premises shall be deserted or

DEC 05 1995

FOIA
RATED & RESEARCH DIV.

vacated or if TENANT shall be adjudicated a bankrupt or if a trustee or receiver of TENANT's property be appointed or if TENANT should not make payments of any of the rent shown herein within a period of fifteen (15) days from its due date or if there should be a default in the performance of any of the covenants, agreements or conditions herein contained on the part of TENANT for agreements or conditions herein contained on the part of TENANT for fifteen (15) days after written notice of such default by LESSORS, the LESSORS may thereafter, without further notice or demand, enter onto the demised premises and take full and absolute possession thereof without such re-entry causing a forfeiture of the rent to be paid or the covenants to be performed under the terms of this Lease and may thereafter lease or sublease the demised premises for such rent as LESSORS may reasonably obtain and crediting TENANT with the rent so obtained by LESSORS, at their election, may terminate this Lease and re-enter and take sole and absolute possession of the demised premises free from any further right or claim by TENANT.

10. INDEMNIFICATION AND PUBLIC LIABILITY: TENANT will, at all times during the term of this Lease, indemnify, save harmless and protect the LESSORS from any and all claims, damages, liability losses, fines, penalties, costs, interests, attorney fees and expenses charged, imposed, incurred or expended for anything and everything whatsoever, either resulting from injury to person, loss of life or property on or about the above demised premises resulting from TENANT'S use and occupancy thereof.

11. SUCCESSION: This Lease shall be binding upon the parties,

their respective heirs, executors, administrators, successors, or assigns.

P S C APPROVAL

This agreement shall be in full force and effective upon approval by the Public Service Commission.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and date first above written.

LESSORS: WILL ED
 JANE BUSHART

W. Bushart
WILL ED

Jane Bushart
JANE BUSHART

TENANT: NORTH MARSHALL
 WATER DISTRICT

Carter Brien
CARTER BRIEN CHAIRMAN
NORTH MARSHALL WATER DISTRICT

DEC 0 5 1995

RESEARCH DIV.

Sara Cathran, N. Public

MY COMMISSION EXPIRES MAY 14, 1996