THIS CONTRACT, made and entered into this <u>6</u> day of <u>5ept</u> 19<u>85</u>, by and between

JOE P. EVANS and his wife, NORA EVANS, of Route # 2, Box 281, Cox's Creek, Nelson County, Kentucky, parties of the first part, and

THE NORTH NELSON WATER DISTRICT, party of the second part, WITNESSETH:

That for and in consideration of the mutual covenants and agreements of the parties hereto, and herein contained, they agree as follows:

1. First parties hereby grant unto second party the right to place a water loading station on the property described as follows:

A certain tract of land located on the West side of Ky 245 approximately 7.00miles West of Bardstown and more particularly described as follows:

Beginning at a concrete right of way marker on the West side of Ky 245 corner to Rooster Run Store; thence with the West line of Rooster Run Store S44-42W, 55.0 feet to a iron rod in Rooster Run Store's line; thence with Joe Evans N45-18W, 20.0 feet to a iron rod and N44-42E, 45.67 feet to a iron rod in the West right of way of Ky 245; thence with Ky 245 S70-19E, 22.07 feet to the point of beginning, containing .023 Acres.

Being a portion of the same property to which first parties acquired title by deed from Peggy Jo Evans, single, of date October 17, 1974, and recorded in Deed Book 190, page 469, in the Nelson County Clerk's office.

2. First parties shall pay one-half of the cost of construction of the water loading station.

3. Second party shall provide metered water to first parties at the price of \$1.50 per 1,000 gallons. First parties shall be entitled to sell the water at a rate of not more than 15¢ per 50 gallon barrel or \$3.00 per 1,000 gallons, at the loading station.

4. First parties shall be responsible for all maintenance on the water loading station.

5. The terms and conditions of this agreement shall continue unless sooner modified by mutual agreement of the parties. In the event first parties wish to terminate the water loading business, they shall give second party sixty (60) days' notice of their intention to cease, and to vacate.

This agreement shall be binding upon the parties hereto 6. their heirs, administrators, executors or assigns.

IN TESTIMONY WHEREOF, witness the signatures of first and second parties hereunto subscribed this 6 day of 3ept, 1985.

Joe P. Evans Mary Evans Frans BY: Steven Rallgeier Manager

STATE OF KENTUCKY

COUNTY OF NELSON, SCT

The foregoing instrument was acknowledged before me this $\underline{4}$ day of <u>Sept</u>, 19<u>85</u>, by Joe P. Evans, and his wife, Nora Evans, first parties, and by Mene, R allgered, of the North Nelson Water District, second party.

NOTARY PUBLIC, <u>F. Kejdor</u> State of Ker Kentucky at Large

My commission expires: ______ May. 2, 1988

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