

AMENDMENT TO CONTRACT FOR SERVICE AND SALE OF WATER

THIS AMENDMENT TO CONTRACT FOR SERVICE AND SALE OF WATER (hereinafter referred to as "the Amendment") is made and entered into the 30 day of January, 2008, between **THE RICHMOND UTILITIES BOARD**, an agency of the **City of Richmond** established by Ordinance No. A-106, with principal offices located at 300 Hallie Irvine Street, Richmond, Kentucky (hereinafter referred to as "the City") and **MADISON COUNTY**, a body politic of the Commonwealth of Kentucky, with principal offices located at Madison County Courthouse, Richmond, Kentucky 40475 (hereinafter referred to as "the County," and **MADISON COUNTY UTILITY DISTRICT**, with principal offices located at P.O. Box 670, Keeneland Drive, Richmond, Kentucky 40475 (hereinafter referred to as "the Water District").

WITNESSETH:

WHEREAS, the City, the Water District, and the County entered into a *Contract for Service and sale of Water* on April 9, 2007 (hereinafter referred to as "the Contract"); and

WHEREAS, the parties have decided it is in their best interests to amend certain sections of the Contract as set forth below.

NOW THEREFORE, the Parties agree to amend the Contract as follows:


1. **Section III: Territories** numerical paragraph 2, subparagraph a is amended as follows:

a. **Woodlawn Development.** The Water District and the County agree that the City shall serve all commercial properties within the Woodlawn Development, which is more particularly described in Deed Book 576 at page 65 in the Madison County Clerk's office, and that the purchase price for the service of each initial businesses in the development shall be determined as follows: If the City pays the purchase price at the time water service is activated for the new business, purchase price shall be based upon six years of the District's profits; if the City pays over a five year period, the purchase price shall be based upon ten years of the District's profits. The City has paid to the Water District the amount of Ten Thousand Dollars (\$10,000.00), and these funds shall apply toward the purchase of the initial businesses. The Water District and County agree that all of the property within the Woodlawn Development shall be deleted from its territory under the procedure described in subparagraph (e), and that payments for service of the initial businesses shall be made following the approval of a development plan by the City's Planning Commission.

2. **Section III: Territories** numerical paragraph 2, subparagraph d is amended as follows:

d. **Specific Residential Properties.** The City agrees to pay the Water District the amount of Three Hundred and Sixty-Seven Dollars and 92/100 (\$367.92) per lot in exchange for the right to serve the property within Union Crossing (332 lots), Southpoint Development (51 lots), and Page Estates (later to be Orchard Hills) (342 lots) for a purchase price

**CITY OF RICHMOND**  
**PLANNING COMMISSION**  
**EFFECTIVE**  
**7/1/2009**  
**PURSUANT TO 807 KAR 5:011**  
**SECTION 9 (1)**

By   
Executive Director

total of Two Hundred and Sixty-six Thousand Seven Hundred and Forty-two Dollars and 00/100 (\$266,742.00). The purchase price shall be paid as follows: A payment of One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) due on July 1, 2007; then a final payment of Ninety-one Thousand Dollars Seven Hundred Forty-two Dollars and 00/100 (\$91,742.00) to be paid on January 1, 2008. Said properties are described as follows: Union Crossing is located near the Robert R. Martin Bypass, and is more particularly described in Deed Book 541 at page 562 in the Madison County Clerk's office; Southpoint Development is more particularly described in Deed Book 602 at page 296 in the Madison County Clerk's office. Page Estates is more particularly described as Tract 1 on the plat of the Minor Consolidation Plat for Raymond Anderson recorded in Plat Cabinet 23 at page 162 in the Madison County Clerk's office.

3. **Section IV: Miscellaneous**, numerical paragraph 2 is amended as follows:

2. **Effective Date.** This Agreement shall become effective upon execution of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate hereof the day and year first written above.

THE RICHMOND UTILITIES BOARD

BY: *Gary Abney*  
GARY ABNEY, Chairman

ATTEST: *Henry Combs*  
HENRY COMBS, Secretary

MADISON COUNTY

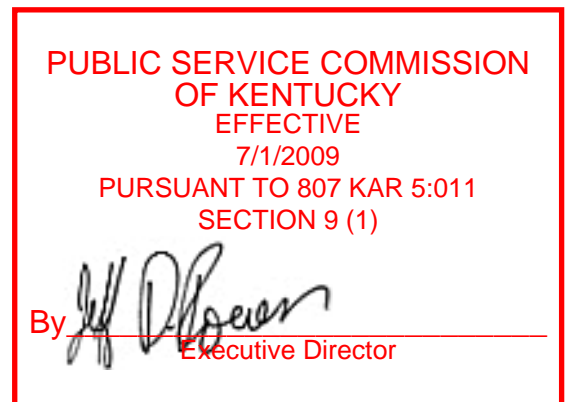
BY: *Kent Clark*  
KENT CLARK, Judge Executive

ATTEST: *William E. Johnson*

MADISON COUNTY UTILITY DISTRICT

BY: *James Carr*  
JAMES CARR, Chairman

ATTEST: *Nanda Tennant*



STATE OF KENTUCKY )  
 ) SS  
COUNTY OF MADISON )

SUBSCRIBED AND SWORN TO before me this 30 day of January, 2007,  
by Gary Abney, Chairman, on behalf of the Richmond Utilities Board.

My commission expires: 05/15/10  
[Signature]  
NOTARY PUBLIC

STATE OF KENTUCKY )  
 ) SCT.  
COUNTY OF MADISON )

SUBSCRIBED AND SWORN TO before me on this 11 day of  
July, 2007 by Kent Clark, Judge Executive on behalf of the  
MADISON COUNTY.

My commission expires: 8/11/2009  
[Signature]  
NOTARY PUBLIC  
KENTUCKY STATE AT LARGE

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
7/1/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By [Signature]  
Executive Director

