

ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT FOR SALE AND PURCHASE OF WATER is entered into as of the 12th day of September, 1985, between the City of Owenton, Owenton, Kentucky, hereinafter referred to as the "Seller" and the Tri-Village Water District, Owenton, Kentucky, hereinafter referred to as the "Purchaser",

WITNESSETH:

WHEREAS, the Purchaser and Seller have simultaneously entered into an agreement designated as Contract for the Sale and Purchase of Water dated the 12th day of September, 1985, and

WHEREAS, the Purchaser and Seller desire to modify the Contract for the Sale and Purchase of Water,

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. METER CALIBRATION RESULTS. Upon completion of water metering equipment calibration, the results shall be provided to the Seller and Purchaser within ten (10) days after the results are compiled.

2. TERM OF CONTRACT. The Contract for Sale and Purchase of Water entered into simultaneously herewith shall extend for a term of fifty (50) years from the date of the initial delivery of water by the first bill submitted under the aforementioned Contract for Sale and Purchase of Water.

3. PRESSURE INCREASE. Purchaser shall not cause any equipment or device to be attached to the water lines encompassed

by the aforesaid Contract for the Sale and Purchase of Water which is or may be used to increase the water pressure in said lines without the written approval of the Seller.

4. REGULATORY AGENCIES. This contract is subject to such rules, regulations or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required herewith.

5. MISCELLANEOUS. That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration.

This contract is hereby pledged to the United States of America, acting through the administrator of the Farmers Home Administration as part of security for loans made by the Farmers Home Administration to the Purchaser.

6. SUCCESSOR TO THE PURCHASER. That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise shall succeed to the rights of the Purchaser hereunder.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in triplicate, each of which shall constitute an original.

SELLER: CITY OF OWENTON

BY: *A. J. ... Jr.*
MAYOR

Attest:

[Signature]
CITY CLERK

PURCHASER:

TRI-VILLAGE DISTRICT

BY: *William A. Payne*
CHAIRMAN

Attest:

Alan B. Stewart
SECRETARY

This contract is approved on behalf of the Farmers Home Administration this 10 day of January, ¹⁹⁸⁶ 1985.

BY: *Spud R. King*

TITLE: *County of Business Program Specialist*