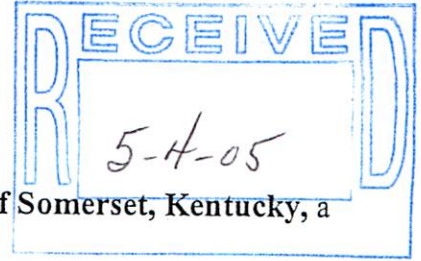


AGREEMENT



THIS AGREEMENT entered into by and between the City of Somerset, Kentucky, a municipal corporation (hereinafter referred to as "Somerset") and the City of Eubank, Kentucky, a municipal corporation, (hereinafter referred to as "Eubank") on this the 3 day of May, 2005

Recitals

1. Somerset owns a parcel of real property located on North Highway U.S. 27 and plans to construct a water park on said real property. In order to construct the water park, Somerset Water Service must lay a water line to the real property.
2. Said real property referenced above is located within the Eubank planning area.
3. Eubank is in agreement with allowing Somerset Water Service to lay a water line to the real property, provided certain conditions are met.
4. In order to meet their respective goals, the parties desire to enter into this Agreement.

Agreements

In consideration of the mutual representations, warranties, and covenants contained herein, the parties agree as follows:

1. Somerset Water Service shall be entitled to and shall be granted all easements, rights of way, etc. necessary to lay an eight inch (8") water line to the real property located on North U.S. 27. Said water line shall be for the use of the various facilities to be constructed on this real property and for the fire protection necessary for the facilities.

2. Somerset agrees that no additional taps shall be made on said eight inch (8") water line.

3. Eubank agrees to allow Somerset Water Service to lay an eight inch (8") water line to the real property within Eubank's planning area, provided that no additional taps shall be made on said water line.

4. **General Provisions.**

1. This Agreement shall inure to the benefit of the parties hereto and their respective affiliates, successors, assigns, heirs, and legal representatives and shall be binding upon the parties hereto and their respective affiliates, successors, assigns, heirs and legal representatives.

2. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

3. This instrument contains the entire agreement of the parties with respect to

the transactions contemplated herein, and supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof. Any additional agreements or changes hereto must be in writing signed by the parties hereto.

4. Any notice to be given hereunder shall be in writing and shall be hand delivered, sent by certified mail, postage prepaid, overnight courier or by facsimile, as follows:

If to Somerset, addressed to:

Mayor of Somerset

P.O. Box 989

400 E. Mt. Vernon Street

Somerset, KY 42502

If to Eubank, addressed to:

Mayor of Eubank

P.O. Box 159

20 WATERWAY

Eubank, KY 42567-0159

Any party may change the address to which notices are to be sent by giving notice of such change of address as herein provided.

5. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.
6. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky applicable to contracts made and to be performed therein.
7. **Authorization: Binding Obligation.** The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of both Somerset and Eubank and this Agreement is a valid and binding obligation of each of them enforceable in accordance with its terms.
8. **Construction.** This Agreement was actively negotiated by both parties. Accordingly, the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.
9. This Agreement may be executed in counterpart by the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day, month and year first above written.

City of Somerset

City of Eubank

By: *J. Williams*

By: *Fred Todd*

Its: *D. Williams*

Its: *Victor Harrison*

Agreement

City of Eureka

& City of Sonoma

Extension of 8" Waterline

to new waterpark on

N. Hwy 27.

5/3/05