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COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ANNETTE D. CALVERT  
COMPLAINANT  
v.  
U.S. 60 WATER DISTRICT  
DEFENDANT

CASE NO. 2005-00356

**ANSWERS OF U.S. 60 WATER DISTRICT OF SHELBY  
AND FRANKLIN COUNTIES TO COMMISSION STAFF'S INTERROGATORIES  
AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

Comes U.S. 60 Water District of Shelby and Franklin Counties, Kentucky (hereinafter the "District"), and for its Answers to Commission Staff's Interrogatories and Requests of Production of Documents states as follows:

1. Describe how U.S. 60 Water District currently provides water service to the Complainant's property at 575 Old U.S. Highway 60.

**ANSWER: Water service is provided via a meter set adjacent to Bridgeport Road, also known as Old U.S. Highway 60.**

2. Identify the "government agency" that is mentioned in Mr. Donald T. Prather's letter of February 16, 2005 to the Complainant.

**ANSWER: United States Department of Agriculture, Rural Development.**

3. Describe the water main for which an easement across the Complainant's property is necessary.

**ANSWER:** It is a 12-inch water main beginning at the existing water tank in Peytona and continuing along U.S. Highway 60 to the Franklin County line. This line is necessary both to provide sufficient water supply from the Frankfort Plant Board and to allow true fire protection the fire department and Heritage Elementary School, since the old 6-inch line apparently has obstructions or smaller sections which prevent it from flowing the water volume which a 6-inch water main should carry. Fire hydrants will be installed where the new water main intersects the old water main. Additional fire hydrants have also been funded by Shelby Fiscal Court for certain locations in Shelby County.

4. State whether the Complainant will be directly served through the proposed water main for which an easement from Complainant is sought.

**ANSWER: The Complainant's existing residence on Bridgeport Road will not be served by the proposed water main unless Complainant requests service from that main. A new residence constructed along new U.S. Highway 60 when the Calvert property is eventually subdivided will be served from the new water main.**

5. a. State whether the Complainant or her predecessors in interest have previously provided U.S. 60 Water District with an easement over the property at 575 Old U.S. Highway 60.

**ANSWER: No. The existing water main is not located on Complainant's property.**

b. If an easement was previously provided to U.S. 60 Water District,

(1) Provide a copy of the easement.

**ANSWER: Not applicable**

(2) State the date the easement was executed.

**ANSWER: Not applicable**

(3) Describe the circumstances under which the easement was provided.

**ANSWER: Not applicable**

6. List the facilities of U.S. 60 Water District that are currently located on the Complainant's property at 575 Old U.S. Highway 60.

**ANSWER:** The District does not know the precise boundaries of the Complainant's property, but it is believed her water meter is located on her property. No water main is presently on Complainant's property since the water main serving her meter is located across Bridgeport Road from Complainant's property.



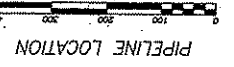
7. Provide a map of the Complainant's property that shows the location of all present and planned U.S. 60 Water District facilities.

**ANSWER: The only "existing" map is attached.**

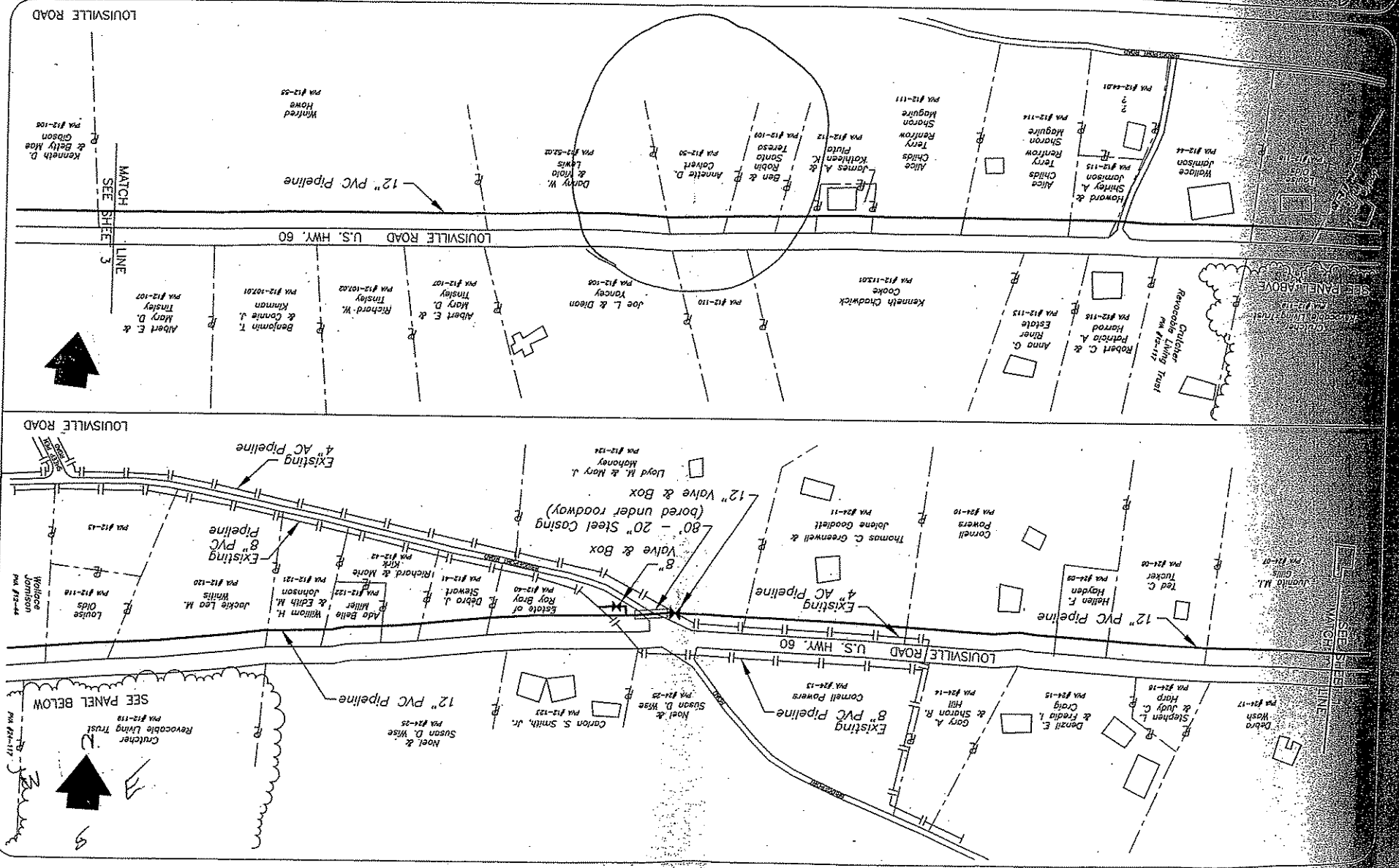
|         |       |
|---------|-------|
| Concept | MS    |
| Design  | MS    |
| Checked | MS    |
| Date    | 03-25 |

# US 60 WATER DISTRICT

U.S. 60 Transmission Line



PIPELINE LOCATION



SEE PANEL ABOVE  
SEE PANEL BELOW



8. Explain why the provision of U.S. 60 Water District's tariff that addresses easements (Paragraph I.F. – Easements) is reasonable.

**ANSWER:** The District is a non-profit water district owned by Shelby and Franklin County government. The Commissioners which govern the district are appointed by the Franklin and Shelby County Judge-Executives with concurrence from their respective fiscal courts. The county judge-executives and magistrates are elected officials. If U.S. 60 Water District exercises its easement tariff provision in an unreasonable manner, the affected customer can simply complain to (1) the District Commissioners from their county, (2) the County Judge-Executives, or (3) their Magistrates. It is highly unlikely any unreasonable action would survive this political gauntlet. This type of provision is therefore reasonable for a water district or non-profit water company since both are community-based utilities which are very responsive to their customers. This type of provision might not be reasonable in the tariff of a large, for-profit utility since there would be no safeguards other than a complaint to the Public Service Commission.

Also, any easement acquired using this tariff provision must be parallel and adjacent to a public road. This is the least disruptive location for a utility easement. An easement adjacent to a public road will often overlap another existing utility easement since most utilities install their facilities parallel and adjacent to public roads. If an utility easement is already there, any building restrictions upon the easement will already be in effect.

Finally, Anderson, Franklin, Shelby and Anderson Counties, where the District serves customers, all have countywide planning and zoning. Zoning regulations always have a minimum building line set back from a public road. Any easement acquired under this provision would lie within the area already restricted by the zoning set back rule.

9. Explain why a customer should be required to provide a future easement for a water utility's lines.

**ANSWER:** The customer is not "required" to provide an easement. The customer is required to choose between providing the easement or electing not to receive public water service from the utility. If the customer elects not to receive water service, they may install a cistern and/or a plastic tank and haul water from a water sale station.

The Commission has long recognized that existing customers benefit when additional customers are added to the system because the operational costs of the system are paid by more customers. In a similar manner, an existing customer benefits from the installation of a larger water main, which allows the District to continue providing adequate service to all of its customers, existing and future. An existing customer may also benefit from the ability to install fire hydrants if the new main is sufficient for that purpose (as is the case with Annette Calvert). Existing customers benefit from the additional gridding of the system which enhances reliability whenever new water mains are built which intersect with existing water mains.

The tariff is worded so as to require the water main be built parallel and adjacent to a public highway. Shelby and Franklin Counties both have county-wide zoning which provides a minimum building line setback from all public roads. The property owner therefore cannot construct a building on the land over which the easement will cross. Since it is an underground water line, there is no visible structure which can be considered unsightly. Other than the disruption of

the land surface while the water line is being constructed, there is no damage or inconvenience to the customer. The utility is required by law to restore the customer's property after construction of the water main, as well as any future use of the easement, to a condition as close as possible to its original condition.

Requiring customers to choose between providing an easement for a water district's underground utility lines and continuing to receive that utility service helps keep down the cost of water service to all of the district's service with minimal inconvenience and no permanent damage to the affected customer. This places the economic burden where it should rest, rather than permitting one selfish customer to reap a personal financial windfall at the expense of the other customers. Further, any customer which elects not to receive water service may use the condemnation damage award to pay for the cistern.

10. Describe the limitations or restrictions, if any, upon the type of water line for which a customer under Paragraph 1.F must provide an easement.

**ANSWER:** The water line must be constructed parallel and adjacent to a public road. The property must be restored following construction to its original condition. The District would probably not use the provision in question to force a customer to provide an easement for a very large water main, especially a purely transmission main. The District would not use this provision to obtain an easement for a water line for another utility. The easement must be no wider than reasonably required (generally 20 feet wide) under the circumstances (may be only 5 feet wide if site conditions such as obstructions require).

11. State the number of times since January 1, 1990 in which U.S. 60 Water District has exercised its power of eminent domain to condemn an easement for its water mains.

**ANSWER: None. All of our other customers have negotiated and ultimately signed the requested easement in order to help their neighbors and improve their community.**



12. State the number of times since January 1, 1990 that U.S. 60 Water District has discontinued water service to an existing customer as a result of the customer's failure to provide an easement for a water line.

**ANSWER: None. All of our other customers have negotiated and ultimately signed the requested easement in order to help their neighbors and improve their community.**

13. State the number of customers for whom U.S. 60 Water District has discontinued water service as a result of the customer's failure to provide an easement for the water main in question.

**ANSWER: None, although several are scheduled to receive a final warning after the Commission renders a decision in this case.**

14. State the effect on U.S. 60 Water District's operations if the Commission were to find that a customer's refusal to provide easements for future facilities that are not replacements of existing facilities currently used to serve the customer may not serve as the basis for discontinuing water service.

**ANSWER: U.S. 60 Water District would be forced to raise rates to all of its customers to pay for the legal fees and damages necessary to acquire numerous easements through condemnation. It is believed that once the District begins paying for easements, word will spread through the community and it will soon be required to pay for all easements. Paying for easements and paying for the cost of condemnation actions will be to the detriment of the vast majority of the District's customers and will benefit only those few customers unwilling to allow their community utility to cross their property with an underground water main.**

**Additionally, if the Commission refused to enforce a rule previously approved by this Commission, clearly and reasonably applied to Mrs. Calvert, the Commission will further increase the frustration of a jurisdictional utility which has tried to fairly and uniformly enforce its rules and regulations as approved by this Commission.**

15. Provide all correspondence, electronic mail traffic, or other forms of written or electronic communication between U.S. 60 Water District and customers of U.S. 60 Water District who initially refused or contested the water district's right to obtain an easement across their property for the water main in question in this case.

**ANSWER: All correspondence in our possession is attached. Correspondence to and from persons from whom we ultimately obtained an easement may have been discarded when the easement was received, and is therefore not available.**

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
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E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

September 2, 2005

Mr. John Morrow  
11396 Frankfort Road  
Waddy, KY 40076

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky  
Dorothy Morrow

Dear Mr. Morrow:

Thank you very much for your telephone call regarding your mother's property. Enclosed are two easements which I redrafted in accordance with our telephone conversation. If these are acceptable, please have them signed by your mother, notarized, and returned to me in the enclosed self-addressed, stamped envelope.

By copy of this cover letter, I am advising Mr. Broughman and Mr. Dees that the septic tank lateral lines for your mother's house are between her house and U.S. 60, that the water line will be laid at least ten feet away from the lateral lines in accordance with Kentucky law, and your request that they instruct the contractor to erect a barrier during construction to guarantee no equipment is operated on top of the lateral lines.

Thank you very much for your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

## Don Prather

---

**From:** Don Prather [dprather@iglou.com]  
**Sent:** Friday, October 07, 2005 3:32 PM  
**To:** Sandy Broughman (E-mail)  
**Cc:** Darrell Dees (E-mail); Bill Eggen (E-mail)  
**Subject:** US 60 Transmission-Graefenburg Christian Church

Just got a call from William Stivers, 502-829-5544, a member of this church. Their property is on page 3 of the plans. They plan to begin building a new church next year. Their architect is suggesting they grade down the embankment along the road so the church can be seen. Not sure if it is KY 151 or US 60 he's talking about-think it's US 60. Their architect is a Tom Cruze in Lexington-Mr.. Stivers can get the firm name and phone number if you call him. Could you contact these gentlemen and attempt to coordinate with them so we install the line deep enough or they grade it off now, etc. They did give us an easement voluntarily. Also they request consideration of locating one of the fire hydrants near the new church, which may work out since their property is at an intersection near where I think our new and old lines will join. Thanks.

Donald T. Prather

Mathis, Riggs, and Prather, PSC

\*\* Confidentiality Notice\*\*

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# US60 Transmission

~~re~~ Graefenburg Christian

Hwy 151 & US60

own 7 acres

Fire Hydrant

meter (in vault)

call before build

~~plans~~ -

grade bank

William Stivers

(502) 829-55<sup>4</sup>4

~~Don't want~~

Tom Cruze, <sup>arch</sup> Lexington

**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065**

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DONALD. T. PRATHER  
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E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

September 14, 2005

Warner A. Broughman, III  
Warner A. Broughman III & Associates  
3161 Custer Drive, Suite 6  
Lexington, KY 40517-4511

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Sandy:

I received a telephone call today from Mr. Lloyd Mahoney regarding the requested easement across his property on U.S. 60 and Bridgeport Road. Mr. Mahoney indicates the description is reversed; in other words, his east neighbor is Greenwell and his west neighbor is the Estate of Roy Bray.

He indicates there is a highway drainage pipe under Bridgeport Road, which drops out under his driveway. Apparently, that pipe is very old and has a hole in the top of it. The hole is causing erosion, which will eventually collapse the roadway. He believes it needs replacing. From his description, it may be that our waterline will be installed reasonably close to where this drainage pipe is. Perhaps we could work out something with the highway department and open cut Bridgeport Road rather than bore it. Once it is cut, either our contractor or the highway department could install a new drainage pipe in the same trench where our waterline is being constructed. That would help Mr. Mahoney.

He would like for you or another water company representative to come look at the property and mark the proposed route of the waterline. He indicates there is a steep bank which will cause some problems in installing the line. He would like to be there when the line is marked to discuss various issues. His home telephone number is (502) 223-3234 and his cell phone number is (502) 418-9624. He indicates there is a Photo Science Control Monument marker in the right-of-way that might help you determine locations.



Would you please check your plans and let this gentleman know whether or not a fire hydrant will be installed at the intersection of Bridgeport Road and U.S. Highway 60? If so, it should benefit his insurance rates dramatically. If not, he needs to get in touch with his neighbors and determine whether they want to go together and purchase a fire hydrant to be installed in conjunction with the 12-inch line.

As a final matter, this gentleman indicates he is retired and offered to help the District. I told him we had the money ready and would begin construction of the line just as soon as we acquired all the easements. Perhaps he might be able and willing to assist us in acquiring some of the remaining easements. If you get a chance, would you discuss this with him and see how he feels?

Thank you for your kind attention to these matters.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Mr. and Mrs. Lloyd Mahoney

Mary

D 9/13

US60 Transmitter

Lloyd Mahoney

Curry

Description is reversed

East <sup>neighbor</sup> Greenwood  
West neighbor <sup>Estate of</sup> Roy Bray

↑  
prior estate of  
Roy Bray resident

Drainage pipe under old US60 - drops out under  
his driveway. needs replacing

Engineer or water co. to look @ property - steep bank.

223-3234 (H)  
418-9624 (cell) ) want to be there  
when route marked.

There is an ~~an~~ <sup>control</sup>  
photo science monument, Inc.

Determine if fire hydrant

retired - offered to help.

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
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September 19, 2005

Warner A. Broughman, III  
Warner A. Broughman III & Associates  
3161 Custer Drive, Suite 6  
Lexington, KY 40517-4511

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Sandy:

I have received several telephone calls from Keith M. Waits. As you know, we need to acquire an easement from Mr. Waits and his wife.

Mr. Waits has three concerns. First, there is an extra lot where his son has indicated he wants to build a house. The septic tank lateral lines will probably have to be put in front of the house. Mr. Waits wants to make sure there is enough room to put in the lateral lines and stay the required ten feet away from the new water main.

Second, his son will want to put an entrance to that lot from U.S. 60. Mr. Waits already has the spot picked out where that entrance will probably be. I have asked Mr. Waits to show you where that will be so it can be noted on the plans and the water main buried sufficiently deep in that area so that his son will not have to lower the water line when the entrance is constructed.

Mr. Waits' third concern relates to one or more large Oak trees. He does not care whether or not we take the trees out, but if we get close to them, he wants them removed so that they do not fall into his line fence. I thought whoever goes out to his property can discuss that situation with him and make a joint decision as to whether they want to go around the trees or remove them.

Please call Mr. Waits at (502) 875-2265, or have someone from the District call him, and arrange a meeting with him on site to discuss and resolve these concerns. Once decisions have been made, if you will communicate the details to me, I will draft them up into a written agreement which the Waits and the District can sign to protect their interest.

Thank you very much for your attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Mr. and Mrs. Keith M. Waits

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November 4, 2005

Pauline Brown  
9350 Frankfort Road  
Waddy, Kentucky 40076

Re: U.S. 60 Water District

Dear Ms. Brown:

Please accept my apologies. The right-of-way easement previously sent to you did not include all of your road frontage along U.S. 60. I have drafted an additional easement, which I have enclosed for your review. Please sign this easement and return it to me in the enclosed self-addressed, stamped envelope. I will notarize your signature. Again, please accept my apology for the District's failure to place this additional land on the original easement.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:

Donald T. Prather  
Donald T. Prather

By: D McElain

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer

U.S. 60 WATER DISTRICT

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Pauline Brown, widow, (hereinafter referred to as "Grantor"), by U.S. 60 Water District, (hereinafter referred to as ("Grantee"), the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of GRANTOR which land was acquired by GRANTOR by Deed from Joe Warren Brown and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book 213, Page 478, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of GRANTOR, her successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed. This easement is tentatively described as follows:

Beginning at a point in GRANTOR'S east property line common with James Karp, thence parallel and adjacent to the south right-of-way line of U.S. 60 Highway, a distance of approximately 800 feet to a point in GRANTOR'S west property line common with Pauline Brown.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, GRANTOR'S successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Pauline Brown, GRANTOR

STATE OF KENTUCKY )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared before me Pauline Brown, widow, the GRANTOR in the foregoing grant, and acknowledged the signing thereof to be GRANTOR'S voluntary act for the uses and purposes set forth.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This instrument was prepared by  
Mathis, Riggs & Prather, P.S.C.  
500 Main Street, Suite 5  
Shelbyville, Kentucky 40065

By: \_\_\_\_\_  
Donald T. Prather

PSC Consumer Inquiry System

11/7/2005

Complaint nbr: 200503452 Entry Date: 11/7/05 Closed Date: Type Contact: Hotline

Name: Campbell, Keller

Utility: North Shelby Water Company

Address: 705 Bridgeport-Benson

Utility Nbr: 35400

Location: Residence

Utility Type:

Frankfort KY 40601

Complaint Reasons: Rates/Policies (Objects to utility policy/practices)

County: Franklin

(none) ((none))

Home:

Work:

Complaint referred by:

Fax:

GBR Nbr: 502-227-2814

EMAIL:

Contacted Utility?  Spoke with: rep

Cust Relations: None

Utility Contact: Tara

Utility Contact's Telephone: 502-747-8942

Preliminary Description:

Other Contacts:

Cut-off threatened

Processor Name: BLACK

See File

Case Related

Staff Referral

Confidential

Customer Yes

Info Only

Format Forms

Ref to Util

Satisfied? No

PSC Narratives:

Investigator: BLACK

Date: 11/7/05 09:28:25

Customer said he was contacted by utility to expand water lines on a farm owned by him. He was told if he did not sign over by November 10, the water at his residence would be cut off.

To NSWC: Do not disconnect service for this customer until there is a resolution, according to PSC guidelines. Formal complaint papers have been sent to him.

ATTN: Don Prather

Darrell

Left message for DON.

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

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E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

September 14, 2005

Donald and Patsy Slucher  
10759 Frankfort Road  
Waddy, Kentucky 40076

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. and Mrs. Slucher:

Thank you very much for your letter dated July 16, 2005. Please forgive my delay in responding to that letter. Once I learned your properties were in Graefenburg Heights Subdivision, I checked the Shelby County Clerk's office and found the subdivision plat. That plat provides a 30-foot utility easement at the front of Tracts 1, 2, 3, 4, 7 and 8. Accordingly, I no longer need to bother you regarding the easement.

Thank you for your assistance on this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm

Cc: Darrell Dees, Manager  
Sandy Broughman, Engineer  
William Eggen, President  
John and Dawn Casper



RECEIVED JUL 18 2005

Don't need -  
Platted easement

July 16, 2005

Mr. Prather:

Per your letter of July 7, 2005, I have enclosed drafts of the body for four *corrected* and *revised* right-of-way easements for review by your office and the water district. Using your original as a guide and based on the deeds and plats in our possession which should comply with the information presently on file at the Shelby County Clerk's office, I have corrected names and distances. I have also included a draft for Tract #2 that we also own and for which I did not receive an easement.

I have inserted some requirements that we request that the water district agree to and also request that you add a signature block to be signed by an official of the water district. We feel that these requirements are reasonable and should be included as a part of these documents.

Sincerely,



Donald Slucher

Don & Patsy Slucher  
10759 Franfort Rd.  
Waddy, KY 40076-5035  
(502) 352-1965  
dsluch@yahoo.com

John & Dawn Casper  
10825 Frankfort Rd.  
Waddy, KY 40076-5035  
(502) 352-1979

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

**KNOW YE ALL BY THESE PRESENTS:**

That in Consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **Donald H. Slucher** and **Patsy F. Slucher** (hereinafter 'GRANTOR'), by **U.S. 60 Water District** (hereinafter 'GRANTEE'), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace, and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from **M. J. Properties, Inc.** and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book 272, Page 514, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in Grantors west property line common with Donald H. Slucher and Patsy F. Slucher, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet north from and parallel to the north right-of-way of said road, a distance of approximately 113 feet to a point in the GRANTORS east property line common with Donald H. Slucher and Patsy F. Slucher, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. GRANTEE also agrees to (1) avoid any type of damage to existing hard surface driveway, (2) do a road bore under the driveway instead of cutting and repairing when crossing/intersecting is necessary, and (3) to return the land and the driveway to its original state to meet the approval of the GRANTOR both during the initial construction and during any future construction/repairs that are necessary. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

**KNOW YE ALL BY THESE PRESENTS:**

That in Consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Donald H. Slucher and Patsy F. Slucher (hereinafter 'GRANTOR'), by U.S. 60 Water District (hereinafter 'GRANTEE'), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace, and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from S. Marie Hellard, Trustee, and Don Slucher and Bernice Slucher and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book 466, Page 126, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in Grantors west property line common with Donald H. Slucher and Patsy F. Slucher, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet north from and parallel to the north right-of-way of said road, a distance of approximately 125 feet to a point in the GRANTORS east property line common with John A. Casper and Kimberly Dawn Casper, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. GRANTEE also agrees to (1) avoid any type of damage to existing hard surface driveway, (2) do a road bore under the driveway instead of cutting and repairing when crossing/intersecting is necessary, and (3) to return the land and the driveway to its original state to meet the approval of the GRANTOR both during the initial construction and during any future construction/repairs that are necessary. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

**KNOW YE ALL BY THESE PRESENTS:**

That in Consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **Donald H. Slucher** and **Patsy F. Slucher** (hereinafter 'GRANTOR'), by **U.S. 60 Water District** (hereinafter 'GRANTEE'), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace, and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by **Deed from M.J. Properties, Inc.** and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in **Deed Book 299, Page 352**, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in Grantors west property line common with Anthony Muniz, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet north from and parallel to the north right-of-way of said road, a distance of approximately 125 feet to a point in the GRANTORS east property line common with Donald H. Slucher and Patsy F. Slucher, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. GRANTEE also agrees to avoid damage to existing trees when possible and to return the land to its original state to meet the approval of the GRANTOR both during the initial construction and during any future construction/repairs that are necessary. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in Consideration of One Dollar (\$1.00) and other good and valuable consideration paid to John A. Casper and Kimberly Dawn Casper (hereinafter 'GRANTOR'), by U.S. 60 Water District (hereinafter 'GRANTEE'), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace, and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from M.J. Properties, Inc. and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book 273, Page 129, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

Beginning at a point in Grantors west property line common with Donald H. Slucher and Patsy F. Slucher, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet north from and parallel to the north right-of-way of said road, a distance of approximately 254 feet to a point in the GRANTORS east property line common with Bobby L. Whortenburg, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.

The GRANTEE covenants to maintain so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. GRANTEE also agrees to (1) avoid any type of damage to existing hard surface driveway, (2) do a road bore under the driveway instead of cutting and repairing when crossing is necessary, and (3) to return the land and the driveway to its original state to meet the approval of the GRANTOR both during the initial construction and during any future construction/repairs that are necessary. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**Tract #3 Graefenburg Heights**

## EASEMENT AGREEMENT

This Easement Agreement entered into on this 29<sup>th</sup> day of <sup>December</sup>~~November~~, 2005 by and between U.S. 60 Water District of Shelby and Franklin Counties, Inc. (the "District") and Keller B. Campbell, Jr. ("Campbell");

In consideration of the granting of a water line Easement by Campbell, the District agrees as follows:

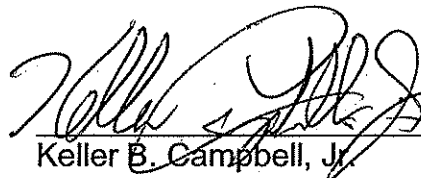
1. The District will take all reasonable precautions to avoid unnecessary damage to trees on Campbell's property, including requiring its contractor to erect temporary barriers to minimize root compaction by heavy equipment. Any trees that are destroyed during the construction process will be replaced or, at the District's option, Campbell will be paid the reduction in the fair market value of his property due to the loss of the tree(s). Any tree(s) which die within one year after construction is completed on Campbell's property will be treated similarly to the extent the death of the tree is caused by the construction of the water main.

2. The District will use its reasonable best effort to restore Campbell's real and/or personal property to a condition similar to its condition on the day before the District initiates construction on Campbell's property.

3. If Campbell has an asphalt or concrete driveway entering new US Highway 60, the District will bore under Campbell's driveway, or if boring is not feasible due to excessive length of the required bore, Campbell's driveway will be open cut, and either repaired with smooth asphalt material, and the driveway sealed, or repaired with smooth concrete, as appropriate.

U.S. 60 WATER DISTRICT OF SHELBY  
AND FRANKLIN COUNTIES, KY, INC.

By   
Donald T. Prather, Attorney

  
Keller B. Campbell, Jr.

MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

December 19, 2005

Keller B. Campbell, Jr.  
705 Bridgeport Benson Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Campbell:

Thank you very much for the signed easement. Enclosed is a recorded copy for your records. I never received a signed copy of the Easement Agreement, which I sent you on November 15, 2005. Enclosed is another copy of that Agreement.

If you find this Agreement acceptable, please sign it and return it to me. I will sign it on behalf of the District and return the original signed copy to you. If you desire any changes to the proposed Easement Agreement, please give me a call and I will be happy to discuss them with you. If I do not hear from you, I will assume you are not interested in any of the provisions of the Easement Agreement.

Once again, thank you very much for signing the easement.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

November 15, 2005

Keller B. Campbell, Jr.  
705 Bridgeport Benson Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Campbell:

Thank you very much for signing the easement which U.S. 60 Water District needs to build the larger water main. Enclosed is a proposed Easement Agreement, which I thought might satisfy your concerns and permit you to either not file a complaint with the Public Service Commission, or if one has been filed, to withdraw it.

If you find this Agreement acceptable, please sign it and return it to me. I will sign it on behalf of the District and return the original signed copy to you. If you desire any changes to the proposed Easement Agreement, please give me a call and I will be happy to discuss them with you.

Once again, thank you very much for signing the easement.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer



**MATHIS, RIGGS & PRATHER, P.S.C.**  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

November 1, 2005

Keller B. Campbell  
705 Bridgeport Benson Road  
Frankfort, KY 40601

**VIA CERTIFIED and REGULAR MAIL**

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Campbell:

You were previously mailed a letter requesting you to sign the enclosed easement permitting U.S. 60 Water District to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You failed to provide the requested easement.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
 Donald T. Prather

DTP/pm  
 Enclosure  
 Cc: James W. Eggen, Chairman  
 Darrell Dees, Manager  
 Sandy Broughman, Engineer

7003 260 0006 8798 5555 9428 9000 092 0001

|  |                |
|--|----------------|
| <b>U.S. Postal Service™</b>  |                |
| <b>CERTIFIED MAIL™ RECEIPT</b>   |                |
| <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>                                  |                |
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> |                |
| <b>OFFICIAL USE</b>  |                |
| Postage  | \$ .37         |
| Certified Fee  | 2.30           |
| Return Receipt Fee<br>(Endorsement Required)   | 1.75           |
| Restricted Delivery Fee<br>(Endorsement Required)  |                |
| <b>Total Postage &amp; Fees</b>  | <b>\$ 4.42</b> |
| Postmark<br>Here   |                |
| Sent To<br><u>Keller B. Campbell</u>   |                |
| Street, Apt. No.,<br>or PO Box No.   |                |
| City, State, ZIP+4   |                |
| PS Form 3800, June 2002 See Reverse for Instructions   |                |



**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065**

**C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS**

**TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667**

**E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)**

January 18, 2005

Arnold Clark and  
Odessa S. Clark  
5550 Louisville Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

To Whom It May Concern:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent

Arnold Clark  
January 18, 2005  
Page Two

easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Arnold Clark and Odessa S. Clark, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from \_\_\_\_\_ and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in GRANTOR'S west property line common with Donald C. and Bonita A. Slattery, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet from and parallel to the north right-of-way of said road, a distance of approximately 275 feet to a point in GRANTOR'S east property line common with with William E. and Janice Ritchie, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

\_\_\_\_\_  
**Arnold Clark, GRANTOR**

\_\_\_\_\_  
**Odessa S. Clark, GRANTOR**

STATE OF \_\_\_\_\_  
SCT.  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_ 200 , personally appeared before me Arnold Clark and Odessa S. Clark, the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059  
By: \_\_\_\_\_

**Donald T. Prather**

Project: 99-25, Sheet: \_\_\_\_\_, Parcel: 12-102

**MATHIS, RIGGS & PRATHER, P.S.C.**

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@igiou.com](mailto:mrp@igiou.com)

August 1, 2005

Roger Green  
225 Webbmont Circle  
Shelbyville, KY 40065

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Green:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation

parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

BY: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer



**MATHIS, RIGGS & PRATHER, P.S.C.**

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

July 7, 2005

Roger Green  
225 Webbmont Circle  
Shelbyville, KY 40065

Re: U.S. 60 Water District

Gentlepersons:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 (or Morris Clark Road, if applicable) across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

Unfortunately, the government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. Enclosed is an easement for you to review. We must obtain an easement across your property before the line can be built. If the easement is acceptable, please sign it in the presence of a notary public and return it either to me or to U.S. 60's office in Bagdad. If the easement is not acceptable, please contact me at your earliest convenience so that we may discuss the matter.

Time being of the essence, please return the signed and notarized easement within two weeks from the date of this letter.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, U.S. 60 Water District  
Sandy Broughman, Engineer

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **Roger C. Green** and \_\_\_\_\_ (hereinafter 'GRANTOR'), by **U.S. 60 Water District** (hereinafter 'GRANTEE'), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by **Inheritance** from **Mrs. M. B. Clark** and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book 389, Page 422, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Tract I**

**Beginning at a point in GRANTOR'S north property line common with Morris Clark Road, said point being 15 feet east of the east right-of-way of Elmburg Road (Kentucky Highway 395); thence 15 feet from and parallel to the right-of-way of said road, a distance of approximately 675 feet to a point in GRANTOR'S south property line common with Gregory J. and Wendy S. Cook, said point being 15 feet east of the east right-of-way of said road.**

**Tract II**

**Beginning at a point in GRANTOR'S north property line common with Morris Clark Road, said point being 15 feet west of the west right-of-way of Elmburg Road (Kentucky Highway 395); thence 15 feet from and parallel to the right-of-way of said road, a distance of approximately 330 feet to a point in GRANTOR'S south property line common with Deborah L. Mulcunry, said point being 15 feet west of the west right-of-way of said road.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
**Roger C. Green, GRANTOR**

\_\_\_\_\_  
, GRANTOR

STATE OF \_\_\_\_\_  
SCT.  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 2005, personally appeared before me **Roger C. Green** and \_\_\_\_\_, the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
**Mathis, Riggs, & Prather, P.S.C.**  
P.O. Box 1059  
Shelbyville, KY 40066-1059  
By: \_\_\_\_\_

Donald T. Prather

**Don Prather**

---

**From:** wabiii [wabiii@prodigy.net]  
**Sent:** Monday, October 24, 2005 10:23 AM  
**To:** Don Prather  
**Subject:** Re: Winfred Howe-US 60 Transmission project

Met with Mr. Howe with Darrell on Friday afternoon. His main thing was a little extra depth on a hilltop and a free meter for his girlfriend. Also met with Keith Waits and got everything addressed for him. He also took us to Kenneth Gibson's and we showed him where the line would cross Gibson. He said he would reassure Gibson and things could go forward.

----- Original Message -----

**From:** Don Prather  
**To:** [Sandy Broughman \(E-mail\)](#)  
**Cc:** [Darrell Dees \(E-mail\)](#) ; [Bill Eggen \(E-mail\)](#)  
**Sent:** Wednesday, October 12, 2005 3:54 PM  
**Subject:** Winfred Howe-US 60 Transmission project

Mr. Howe would like to meet on site with you regarding his easement. He lives next to Kenneth Gibson and near Keith Waits. He thinks you could meet with all 3 of them at the same time. His home number is 875-2237, cell phone is 803-1260.

He wants the line buried deeper at some point so he can put a drive in for his brother to build a house along US 60. I have suggested he contact the highway department to see where they would allow an entrance so he can decide where to ask us to bury the line deep enough to permit this. He wants us to stay as close to the road as possible. He had a question regarding a culvert he says runs under US 60 and wants us to cut through his access drive rather than coming up on his property far enough to go behind it.

He thinks his meter is on new US 60. I thought the line was on old US 60. Anyway, he wants to build his girlfriend a house on old US 60 and wants a free meter for her. I told him we were not able to give free meters but to talk to you because sometimes if we were moving a meter as part of the project we might leave the old meter there and someone might be able to take it over for no cost. Anyway seems willing to sign an easement- just wants to get as much as he can out of it and wants someone to talk to him. Was real short at first but warmed up after 20 minutes or so.

Donald T. Prather  
 Mathis, Riggs, and Prather, PSC

**\*\* Confidentiality Notice\*\***

This e-mail and documents accompanying this transmission contain confidential information belonging to Mathis, Riggs & Prather, PSC, which is legally privileged. The information is intended only for those of the individuals or entities named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution or the taking any action in reliance on the contents of this e-mailed information is strictly prohibited. If you have received this e-mail in error, please immediately notify Mathis, Riggs & Prather, PSC by e-mail at the address above. The transmission is to be deleted and any items that may have been printed are to be destroyed. Thank you for your compliance.

## Don Prather

---

**From:** Don Prather [dprather@iglou.com]  
**Sent:** Wednesday, October 12, 2005 3:54 PM  
**To:** Sandy Broughman (E-mail)  
**Cc:** Darrell Dees (E-mail); Bill Eggen (E-mail)  
**Subject:** Winfred Howe-US 60 Transmission project

Mr.. Howe would like to meet on site with you regarding his easement. He lives next to Kenneth Gibson and near Keith Waits. He thinks you could meet with all 3 of them at the same time. His home number is 875-2237, cell phone is 803-1260.

He wants the line buried deeper at some point so he can put a drive in for his brother to build a house along US 60. I have suggested he contact the highway department to see where they would allow an entrance so he can decide where to ask us to bury the line deep enough to permit this. He wants us to stay as close to the road as possible. He had a question regarding a culvert he says runs under US 60 and wants us to cut through his access drive rather than coming up on his property far enough to go behind it.

He thinks his meter is on new US 60. I thought the line was on old US 60. Anyway, he wants to build his girlfriend a house on old US 60 and wants a free meter for her. I told him we were not able to give free meters but to talk to you because sometimes if we were moving a meter as part of the project we might leave the old meter there and someone might be able to take it over for no cost. Anyway seems willing to sign an easement-just wants to get as much as he can out of it and wants someone to talk to him. Was real short at first but warmed up after 20 minutes or so.

Donald T. Prather  
Mathis, Riggs, and Prather, PSC

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Winfred Howe —

5170 Lou. Road.  
Frankfort 40601

803-1260 (cell)  
875-2237 (home)

wants to cut drive bank  
stay as close to road  
culvert coming under US 60

~~meter~~ wants free  
meter tap on Old 60 - gets water from <sup>see</sup> US 60 <sup>near</sup>

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

July 29, 2005

Winfred Howe  
1936 Southeast 35<sup>th</sup> Lane  
Okeechobee, Florida 34974

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Howe:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation

of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
\_\_\_\_\_  
Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065**

**C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS**

**TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667**

**E-MAIL: mrp@iglou.com**

January 25, 2005

Winfred Howe  
1936 Southeast 35th Lane  
Okeechobee, FL 34974

Re: U.S. 60 Water District

Gentlepersons:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

Unfortunately, the government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. Enclosed is an easement for you to review. We must obtain an easement across your property before the line can be built. If the easement is acceptable, please sign it in the presence of a notary public and return it either to me or to U.S. 60's office in Bagdad. If the easement is not acceptable, please contact me at your earliest convenience so that we may discuss the matter.

Time being of the essence, please return the signed and notarized easement within two weeks from the date of this letter.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, U.S. 60 Water District  
Sandy Broughman, Engineer



MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667  
E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

January 18, 2005

Winfred Howe  
5170 Louisville Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

To Whom It May Concern:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent

Winfred Howe  
January 18, 2005  
Page Two

easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Winfred Howe and \_\_\_\_\_, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from \_\_\_\_\_ and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in GRANTOR'S west property line common with Kenneth and Betty Gibson, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet from and parallel to the north right-of-way of said road, a distance of approximately 925 feet to a point in GRANTOR'S east property line common with Danny W. & Viola Lewis, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200.

\_\_\_\_\_  
Winfred Howe, GRANTOR

\_\_\_\_\_  
, GRANTOR

STATE OF \_\_\_\_\_  
SCT.  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_ day of \_\_\_\_\_ 200. personally appeared before me Winfred Howe and \_\_\_\_\_ the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059  
By: \_\_\_\_\_

Donald T. Prather

Project: 99-25, Sheet: \_\_\_\_\_, Parcel: 12-55

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

August 25, 2005

Richard Kirk  
145 Old U.S. 60  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Kirk:

You were previously mailed a letter requesting you to sign the enclosed easement permitting U.S. 60 Water District to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You failed to provide the requested easement.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

0065 9628 9000 091 0002

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| Total Postage & Fees   | \$ 4.42 |
| Postmark Here  |         |
| Sent To <u>Richard Kirk</u>  |         |
| Street, Apt. No.,<br>or PO Box No.   |         |
| City, State, ZIP+4   |         |
| PS Form 3800, June 2002 See Reverse for Instructions   |         |

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **Richard Kirk** and **Marie Kirk**, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from **Richard Kirk** and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in GRANTOR'S west property line common with Ada Belle Miller, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet from and parallel to the north right-of-way of said road, a distance of approximately 125 feet to a point in GRANTOR'S east property line common with Debra J. Stewart, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

\_\_\_\_\_  
Richard Kirk, GRANTOR

\_\_\_\_\_  
Marie Kirk, GRANTOR

STATE OF \_\_\_\_\_

SCT.

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_ 200 , personally appeared before me **Richard Kirk and Marie Kirk**, the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059

By: \_\_\_\_\_

Donald T. Prather

Project: 99-25, Sheet: \_\_\_\_\_, Parcel: 12-42

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

August 25, 2005

Marie Kirk  
145 Old U.S. 60  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mrs. Kirk:

You were previously mailed a letter requesting you to sign the enclosed easement permitting U.S. 60 Water District to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You failed to provide the requested easement.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

2015 9629 9000 0922 EL

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| Total Postage & Fees                              | \$ 4.42 |                  |

Sent To: Marie Kirk

Street, Apt. No.,  
or PO Box No. \_\_\_\_\_

City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, June 2002. See Reverse for Instructions.



**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Richard Kirk and Marie Kirk, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from Richard Kirk and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in GRANTOR'S west property line common with Ada Belle Miller, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet from and parallel to the north right-of-way of said road, a distance of approximately 125 feet to a point in GRANTOR'S east property line common with Debra J. Stewart, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

\_\_\_\_\_  
**Richard Kirk, GRANTOR**

\_\_\_\_\_  
**Marie Kirk, GRANTOR**

STATE OF \_\_\_\_\_  
SCT.  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_ 200 , personally appeared before me Richard Kirk and Marie Kirk, the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059

By: \_\_\_\_\_  
Donald T. Prather

Project: 99-25, Sheet: \_\_\_\_\_, Parcel: 12-42

MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

January 18, 2005

Richard Kirk and  
Marie Kirk  
145 Old U.S. 60  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

To Whom It May Concern:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent

Richard Kirk  
January 18, 2005  
Page Two

easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

July 20, 2005

Robert Allen Lewis  
2509 Elmburg Road  
Shelbyville, KY 40065

Re: U.S. 60 Water District

Dear Mr. Lewis:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 (or Morris Clark Road, if applicable) across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

Unfortunately, the government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. Enclosed is an easement for you to review. We must obtain an easement across your property before the line can be built. If the easement is acceptable, please sign it in the presence of a notary public and return it either to me or to U.S. 60's office in Bagdad. If the easement is not acceptable, please contact me at your earliest convenience so that we may discuss the matter.

Time being of the essence, please return the signed and notarized easement within two weeks from the date of this letter.

As a side matter, the new water main will be large enough to carry fire hydrants, but the water district does not have enough money to install those fire hydrants other than as an occasional flush hydrant, whose location is dictated by engineering requirements. I am trying to suggest to everyone on this project that they get together with their neighbors and discuss whether or

not they want to go together and purchase a fire hydrant. The engineer estimates the cost of a fire hydrant, if installed when the line is being built, between \$2,000.00 and \$2,500.00. The cost to come back later and add a hydrant will be much higher. Generally, homeowner's insurance companies give a significant discount on an insurance premium if the residence is located within 1,000 feet of a fire hydrant and within five (5) miles by road from a fire station. You would, of course, need to check with your individual insurance companies to determine their exact requirements. If all of the people within 1,000 feet on either side of a proposed fire hydrant contribute, the per-family cost of that fire hydrant can often be recouped within only a few years from the insurance premium savings.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By. 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, U.S. 60 Water District

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

July 20, 2005

Judy Ann New  
2509 Elmburg Road  
Shelbyville, KY 40065

Re: U.S. 60 Water District

Dear Ms. New:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 (or Morris Clark Road, if applicable) across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

Unfortunately, the government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. Enclosed is an easement for you to review. We must obtain an easement across your property before the line can be built. If the easement is acceptable, please sign it in the presence of a notary public and return it either to me or to U.S. 60's office in Bagdad. If the easement is not acceptable, please contact me at your earliest convenience so that we may discuss the matter.

---

Time being of the essence, please return the signed and notarized easement within two weeks from the date of this letter.

As a side matter, the new water main will be large enough to carry fire hydrants, but the water district does not have enough money to install those fire hydrants other than as an occasional flush hydrant, whose location is dictated by engineering requirements. I am trying to suggest to everyone on this project that they get together with their neighbors and discuss whether or not they want to go together and purchase a fire hydrant. The

engineer estimates the cost of a fire hydrant, if installed when the line is being built, between \$2,000.00 and \$2,500.00. The cost to come back later and add a hydrant will be much higher. Generally, homeowner's insurance companies give a significant discount on an insurance premium if the residence is located within 1,000 feet of a fire hydrant and within five (5) miles by road from a fire station. You would, of course, need to check with your individual insurance companies to determine their exact requirements. If all of the people within 1,000 feet on either side of a proposed fire hydrant contribute, the per-family cost of that fire hydrant can often be recouped within only a few years from the insurance premium savings.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:



Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, U.S. 60 Water District

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **Robert Allen Lewis** and \_\_\_\_\_, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from **Ben A. Lewis** and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book 141, Page 59, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in GRANTOR'S west property line common with John Morrow and Dorothy Morrow, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet from and parallel to the north right-of-way of said road, a distance of approximately 250 feet to a point in GRANTOR'S east property line common with John Morrow and Dorothy Morrow, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
**Robert Allen Lewis, GRANTOR**  
\_\_\_\_\_  
, GRANTOR

STATE OF \_\_\_\_\_  
SCT.  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 2005, personally appeared before me **Robert Allen Lewis** and \_\_\_\_\_, the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059  
By: \_\_\_\_\_  
Donald T. Prather

Project: 99-25, Sheet: \_\_\_\_\_, Parcel: 051A



MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

July 7, 2005

Robert D. Robinson  
1223 Fox Run Road  
Frankfort KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Mr. Robinson:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and

parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **Robert D. Robinson** and \_\_\_\_\_ (hereinafter 'GRANTOR'), by **U.S. 60 Water District** (hereinafter 'GRANTEE'), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from George W. And Brenda Robinson and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in GRANTOR'S northwest property line common with the right-of-way of Old Louisville Road; said point being 30 feet south of the centerline of Old Louisville Road; thence 30 feet from and parallel to the centerline of said road, a distance of approximately 200 feet to a point in GRANTOR'S south property line common with Louisville Road, thence 45 feet from and parallel to the centerline of Louisville Road, a distance of approximately 550 feet to a point in GRANTOR'S east property line common with David Woodson, said point being 45 feet north of the centerline of Louisville Road.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
**Robert D. Robinson, GRANTOR**

STATE OF \_\_\_\_\_  
SCT. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
, GRANTOR

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared before me Robert D. Robinson and \_\_\_\_\_, the GRANTORS in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059

By: \_\_\_\_\_  
Donald T. Prather

**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065**

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

June 29, 2005

Robert D. Robinson  
1223 ~~Frankfort Road~~ *Fox Run Road*  
Frankfort KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

To Whom It May Concern:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

*redate 9  
Send w/ copy of  
blank easement -  
see yellow tab*

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

May 20, 2005

Robert D. Robinson  
1223 Fox Run Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

To Whom It May Concern:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent

Robert D. Robinson  
May 20, 2005  
Page Two

easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: \_\_\_\_\_  
Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

January 25, 2005

Robert D. Robinson  
1223 Fox Run Road  
Frankfort, KY 40601

Re: U.S. 60 Water District

Gentlepersons:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

Unfortunately, the government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. Enclosed is an easement for you to review. We must obtain an easement across your property before the line can be built. If the easement is acceptable, please sign it in the presence of a notary public and return it either to me or to U.S. 60's office in Bagdad. If the easement is not acceptable, please contact me at your earliest convenience so that we may discuss the matter.

Time being of the essence, please return the signed and notarized easement within two weeks from the date of this letter.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, U.S. 60 Water District  
Sandy Broughman, Engineer

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

November 18, 2005

Annette D. Calvert  
575 Old U.S. 60  
Frankfort, KY 40601

RECEIVED

NOV 28 2005

Re: U.S. 60 Water District

PUBLIC SERVICE  
COMMISSION

Dear Ms. Calvert:

I know you have filed a complaint with the Public Service Commission regarding the easement which U.S. 60 Water District requested. Nevertheless, I thought you might be interested in the proposed Easement Agreement, which I enclose with this letter. This Easement Agreement is similar to agreements reached with several other property owners along the road. Although it does not change what the District would do anyway, it has given various property owners additional comfort sufficient for them to sign the requested easement.

If you find this Agreement acceptable, please sign both it and the easement and return them to me. I will sign the Agreement on behalf of the District and return the original signed Agreement and a copy of the easement to you. If you desire any changes to the proposed Easement Agreement, please give me a call and I will be happy to discuss them with you. I will be happy to notarize your signature for you.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer  
PSC Case No. 2005-00356





## EASEMENT AGREEMENT

This Easement Agreement entered into on this \_\_\_\_ day of November, 2005 by and between U.S. 60 Water District of Shelby and Franklin Counties, Inc. (the "District") and Annette D. Calvert ("Calvert");

In consideration of the granting of a water line Easement by Calvert, the District agrees as follows:

1. The District will take all reasonable precautions to avoid unnecessary damage to trees on Calvert's property, including requiring its contractor to erect temporary barriers to minimize root compaction by heavy equipment. Any trees which are destroyed during the construction process will be replaced or, at the District's option, Calvert will be paid the reduction in the fair market value of her property due to the loss of the tree(s). Any tree(s) which die within one year after construction is completed on Calvert's property will be treated similarly to the extent the death of the tree is caused by the construction of the water main.

2. The District will use its reasonable best effort to restore Calvert's real and/or personal property to a condition similar to its condition on the day before the District initiates construction on Calvert's property.

3. If Calvert has an asphalt or concrete driveway entering new U.S. Highway 60, the District will bore under Calvert's driveway. If boring is not feasible due to excessive length of the required bore, Calvert's driveway will be open cut and either repaired with smooth asphalt material and Calvert's driveway sealed, or repaired with smooth concrete, as appropriate.

U.S. 60 WATER DISTRICT OF SHELBY  
AND FRANKLIN COUNTIES, KY, INC.

By: \_\_\_\_\_  
Donald T. Prather, Attorney

\_\_\_\_\_  
Annette D. Calvert

## Don Prather

---

**From:** Don Prather [dprather@iglou.com]  
**Sent:** Wednesday, July 13, 2005 4:29 PM  
**To:** Sandy Broughman (E-mail)  
**Cc:** Darrell Dees (E-mail)  
**Subject:** US60 Transmission-Annette Calvert easement

What is the status of this easement. She had concerns about the trees at the back of her lot, I think.

Donald T. Prather  
Mathis, Riggs, and Prather, PSC

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MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

February 16, 2005

Annette D. Calvert  
575 Old U.S. 60  
Frankfort, KY 40601

Re: U.S. 60 Water District

Dear Ms. Calvert:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

Unfortunately, the government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. Enclosed is an easement for you to review. We must obtain an easement across your property before the line can be built. If the easement is acceptable, please sign it in the presence of a notary public and return it either to me or to U.S. 60's office in Bagdad. If the easement is not acceptable, please contact me at your earliest convenience so that we may discuss the matter.

Time being of the essence, please return the signed and notarized easement within two weeks from the date of this letter.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, U.S. 60 Water District  
Sandy Broughman, Engineer

U.S. 60 WATER DISTRICT OF  
SHELBY AND FRANKLIN COUNTIES

P.S.C. Ky. No. 3  
First Amended Sheet No. 2

Cancelling P.S.C. Ky. No. 3  
Original Sheet No. 2

**RULES AND REGULATIONS**

Calculated Deposits

(C)

All customers' deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. If there are no similar customers in the system, the deposit will be based on the utility's good faith best estimate of the customer's projected annual bill. The deposit amount shall not exceed 2/12 of the customer's actual or estimated annual bill where bills are rendered monthly.

The District's billing form is attached hereto as Exhibit A.

(C)

D. Nonstandard Service. Any customer shall pay the cost of any special installation necessary to meet his/her peculiar requirements for service other than standard water tap.

E. Water Line Installation. No service will be installed unless there is a main distribution line existing along the road from which service is requested. The District will install at its expense that portion of the service line extending from the main line to and including the curb box or curb stop on the customer's property immediately adjacent to the right of way of the road along which the main line exists.

F. Easements. Each customer, together with his/her spouse and all other real estate title owners, shall grant or convey to the District, without cost, any permanent easements reasonably required by the District for the installation and maintenance of the District's meter and water lines, both existing and future, and for reading that meter at a point on the customer's property to be designated by the District for each meter, with right of ingress and egress for these purposes over the customer's property, provided such meter and lines are located on real estate owned, rented or otherwise controlled by the customer and such lines (except for the line leading to the customer's meter) are adjacent and parallel to the right of way for

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 09 1994

DATE OF ISSUE: October 5, 1994

DATE EFFECTIVE: November 15, 1994

ISSUED BY William Eggen  
William Eggen

TITLE: Chairman

PURSUANT TO 807 KAR 011,

2wtr60tariff.dep [10/94]

U.S. 60 WATER DISTRICT OF  
SHELBY AND FRANKLIN COUNTIES

P.S.C. Ky. No. 3  
Original Sheet No. 3  
Cancelling P.S.C. Ky. No. 2  
Original Sheet No. 3

RULES AND REGULATIONS

public roadway. The failure or refusal to convey such easements shall constitute grounds for discontinuing service.

- G. Customer Certificate. The District may issue to every customer a certificate showing the name of the customer, location of the initial premises occupied, date issued, and amount of fee.
- H. No Cross Connections. Each customer acknowledges the need to avoid contamination of the District's water system by introduction of foreign water, and therefore each customer agrees that the customer's present water supply, if any exists, will be disconnected prior to connecting to the District's water system. The customer will not connect to any other water supply while connected to the District's water system.
- I. Customer's Service Line. The customer will install and maintain at customer's expense a service line which shall begin at the water meter and extend to the dwelling or other point of use on the customer's premises. All service lines shall be installed of material (for example copper, galvanized, or PVC pipe) rated at 200 psi or more. The size of service line beyond the point of delivery should not be less than 3/4"; however, a larger size may be needed to provide adequate service. If the customer's point of use is at a higher elevation than the point of delivery, the customer should consult with a reputable engineering firm to size the service line from the point of delivery. The customer will be responsible for all water loss occurring on the customer's side of the water meter. The customer shall also be responsible for any damage to the District's water lines and meter which occurs while the customer or his contractor are connecting to the meter.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 21 1990

PURSUANT TO R07 KAR 5:011,  
SECTION 9 (2)

BY: *George S. Baker*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE March 21, 1990 DATE EFFECTIVE May 1, 1990

ISSUED BY

*Ron Osborn*  
Ron Osborn

TITLE: Chairman

|                                     |                           |          |
|-------------------------------------|---------------------------|----------|
|                                     | P.S.C. Ky. No.            | <u>3</u> |
|                                     | Original Sheet No.        | <u>4</u> |
| <u>U.S. 60 WATER DISTRICT OF</u>    |                           |          |
| <u>SHELBY AND FRANKLIN COUNTIES</u> |                           |          |
|                                     | Cancelling P.S.C. Ky. No. | <u>2</u> |
|                                     | Original Sheet No.        | <u>4</u> |

RULES AND REGULATIONS

---

- J. Inspection of Service Line. In the installation of a service line, the customer shall leave the trench open and pipe uncovered until it is inspected by the District and shown to be free from any tee, branch connection, irregularity, or defect.
- K. Customer's Cut-off Valve. The customer shall furnish and maintain a private cut-off valve on the customer's side of the meter.
- L. Separate Meters. A separate meter shall be installed for service to each residential or business unit. The customer will not permit anyone else to connect to the District's water line or meter or the customer's service line without the prior written consent of the District. Water furnished for a given residential or business unit shall be used on that unit only.

II. DISCONTINUANCE OF SERVICE.

- A. Involuntary Termination. The District may in accordance with 807 KAR 5:006 Section 11 refuse to connect or may remove the meter and/or discontinue service for the following reasons:

- 1. Violation of (1) any of its Rules and Regulations, or (2) any of the provisions of the Schedule of Rates and Charges, or (3) any of the provisions of the Contract for Water Service or other documents signed by the customer, provided the required 10 day written notice has been given.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 21 1990

PURSUANT TO 807 KAR 5:011,  
SECTION

BY: *[Signature]*  
PUBLIC

DATE OF ISSUE March 21, 1990 DATE EFFECTIVE May 1, 1990

ISSUED BY

*[Signature]*  
Ron Osborn

TITLE: Chairman

U.S. 60 WATER DISTRICT OF  
SHELBY AND FRANKLIN COUNTIES

P.S.C. Ky. No. 3  
Original Sheet No. 5  
Cancelling P.S.C. Ky. No. 2  
Original Sheet No. 5

RULES AND REGULATIONS

2. The District may without notice to the customer discontinue service to the customer when a dangerous condition is found to exist or for fraudulent or illegal use of service, including the theft of water or the appearance of water theft devices on the premises of the customer.
3. For non-payment of bills, provided the required 48 hour written notice is sent and termination is not effected until 20 days have elapsed from the mailing date of the original bill.
4. For refusing or neglecting to allow the District reasonable access to the customer's premises, provided the required 15 day written notice has been given.

- B. Voluntary Termination By Customer. Customers who wish to discontinue service must give at least three (3) days written notice to the District.

PUBLIC SERVICE BILLING AND COLLECTION.

OF KENTUCKY  
EFFECTIVE

MAY 21 1990

PURSUANT TO KRS 202.011,

SECTION 1

BY

PUBLIC SERVICE

DATE OF ISSUE March 21, 1990 DATE EFFECTIVE May 1, 1990

ISSUED BY

Ron Osborn  
Ron Osborn

TITLE: Chairman



101-0300-02

EXISTING METER CONTRACT FOR WATER SERVICE  
U.S. 60-Water District:

Applicant's Name: Amnette D. Calvert  
First Middle Initial Last

Mailing Address: 575 Old Louisville Rd Phone 2772458

Service Address: 575 OLD LOUISVILLE RD. FRANKFORT KY

1. Applicant hereby applies for water service from the Company upon the terms and conditions set forth in this contract.

2. Applicant agrees to pay, at the time of signing this contract, a membership fee and deposit in the amount of \$ 55.00, which is refundable upon termination of water service and payment of all accounts owed.

35.00 DEP  
25.00 SEC. CHG  
60.00

3. Applicant agrees to purchase water service under rates, policies, rules and regulations fixed by the Company and approved by the Kentucky Public Service Commission. Copies are available for inspection at the Company's office in Bagdad, Kentucky.

4. Applicant agrees to pay the Company's minimum monthly water bill as soon as water is made available to the meter.

5. Applicant grants Company a perpetual easement over Applicant's land to install, construct, maintain, repair, and remove existing and future water pipelines, appurtenant facilities, and meters, the right to read those meters, and the right of ingress and egress for these purposes over Applicant's property.

6. Applicant will maintain at Applicant's expense a service line which shall begin at the water meter and extend to the dwelling or other point of use on Applicant's premises. Applicant will be responsible for all water loss occurring on Applicant's side of the water meter.

7. Applicant agrees to provide without cost to the Company any properly signed recordable easements required by the Company for the installation and maintenance of the Company's water transmission or distribution lines and appurtenant facilities, existing and future, provided such lines and facilities cross Applicant's real estate and are either adjacent and parallel to the right of way for a public roadway or are adjacent and parallel to Applicant's property boundary.

8. A separate meter shall be installed for service to each residential or business unit. Applicant will not permit anyone else to connect to the Company's water line and meter or Applicant's service line without the prior written consent of the Company.

9. Applicant acknowledges the need to avoid contamination of the Company's water system by introduction of foreign water. Applicant will not connect to any other water supply while connected to the Company's water system.

10. Applicant is responsible for the cost of repairing damage done to meter tops (covers) regardless of who causes the damage (except damage caused by the Company). Applicant is cautioned that many meter tops are damaged by power lawn mowers and by being run over by vehicles.

11. If Applicant's account becomes delinquent, Applicant agrees to pay the Company's attorney fees and costs incurred in collecting that account.

12. By signature hereon, Applicant acknowledges that he/she has read the foregoing, received a copy thereof, agrees to be bound by same, and acknowledges that this is the entire agreement between the parties and that there are no oral agreements between the parties.

WITNESS the hands of the parties this 13 day of Aug, 1998.

Amnette D. Calvert  
Applicant

North Shelby Water Company

404-04-3468  
Applicant's Social Security No.

By Barrett Dumas  
Title: Pres

**Paula Mc Clain**

---

**From:** Paula Mc Clain [mrp@iglou.com]  
**Sent:** Wednesday, March 23, 2005 4:57 PM  
**To:** Sandy Broughman (E-mail); Donald T. Prather (E-mail); Darrell Dees (E-mail)  
**Subject:** Easements

I spoke with Annette Calvert on February 28, 2005 and referred her to Sandy for questions regarding her easement. Has anyone spoken with her since then and do we have an easement?

Darrell,

I understand from Don that you have some easements there. Can you please forward a list of names so we know which ones we have?

**Paula Mc Clain**

---

**From:** wabiii [wabiii@prodigy.net]  
**Sent:** Thursday, March 24, 2005 9:44 AM  
**To:** pmccclair@iglou.com  
**Subject:** Re: Easements

I marked the location of the easement on the Calvert property. I have not heard from Ms Calvert since. I met with the Kirk son, he said no problem with anything. He is the only one to get water in this project, all the rest have water on the property. He also has an easement or fee simple strip across Ellis ( driveway ) for which we need to have an easement prepared. Do you have any information on this Kirk?

----- Original Message -----

**From:** Paula Mc Clain  
**To:** Sandy Broughman (E-mail) ; Donald T. Prather (E-mail) ; Darrell Dees (E-mail)  
**Sent:** Wednesday, March 23, 2005 4:56 PM  
**Subject:** Easements

I spoke with Annette Calvert on February 28, 2005 and referred her to Sandy for questions regarding her easement. Has anyone spoken with her since then and do we have an easement?

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667  
E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

March 31, 2005

Annette D. Calvert  
575 Old U.S. 60  
Frankfort, KY 40601

Re: U.S. 60 Water District

Dear Ms. Calvert:

As you are aware, I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

As I previously explained in my letter to you dated February 16, 2005, the larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

Annette D. Calvert  
March 31, 2005  
Page Two

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

**Don Prather**

---

**From:** Tara [tarapeyton@bellsouth.net]  
**ent:** Monday, May 16, 2005 9:11 AM  
**To:** Don Prather  
**Subject:** Re: Annette Calvert

Don-  
I copied this and gave it to Darrell.  
Thanks  
Tara

>  
> From: "Don Prather" <dprather@iglou.com>  
> Date: 2005/05/13 Fri AM 11:40:48 EDT  
> To: "Sandy Broughman \ (E-mail\ )" <WABIII@prodigy.net>,  
> "Darrell Dees \ (E-mail\ )" <ddh20man@aol.com>  
> CC: "Tara Peyton \ (E-mail\ )" <tarapeyton@bellsouth.net>  
> Subject: Annette Calvert

> Sandy, please call Annette Calvert and attempt to resolve her concerns about  
> the waterline. Work 8:30 to 5:30 502-867-4650. Home 502-229-1106.  
> Darrell, she says the meter top is missing and she says her plumber has  
> complained that the water cannot be shut off at the meter. Could you look  
> into these matters. She says our failure (alleged) to correct these issues  
> has led her to question how she will be treated when the water line is  
> built. Thanks, guys.

>  
> Donald T. Prather  
> Mathis, Riggs, and Prather, PSC  
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>  
>  
>

*has been replaced*

*not our responsibility to put a separate cut-off in meter - she does not have a cut off valve in her house like she is supposed to - has been using meter cut-off whenever she needed to cut off water*

**Don Prather**

---

**From:** Don Prather [dprather@iglou.com]  
**Sent:** Monday, August 08, 2005 4:31 PM.  
**To:** Sandy Broughman (E-mail)  
**Cc:** Darrell Dees (E-mail); Bill Eggen (E-mail)  
**Subject:** Annette Calvert

Sandy, please contact this lady and stop by her house either before or after the North Shelby meeting on Aug. 15 or the US60 meeting the next night. She says she does not get in from work til about 6:30. Work # 502-867-4650, Home 502-229-1106. She doesn't understand why we are so far from the road (She will need to be shown the approximate right-of-way line) and she wants assurance we will come on her property from US60, not old US60. Please take a blank easement with you for her to sign in your presence..

Donald T. Prather  
Mathis, Riggs, and Prather, PSC

**\*\* Confidentiality Notice\*\***

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MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

August 25, 2005

Annette D. Calvert  
575 Old U.S. 60  
Frankfort, KY 40601

VIA CERTIFIED MAIL and REGULAR MAIL

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Ms. Calvert:

As you know, U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main. You were mailed a letter requesting a signed easement on February 16, 2005. The Water District engineer, Sandy Broughman, reported on March 24, 2005 he had marked the easement location on your property and had not heard from you since. You were mailed another letter on March 31, 2005. At the request of the Kentucky Public Service Commission, I then spoke with you. You stated you had no shut off valve in your house or in the meter pit (it is your responsibility to have a shut off valve in your house), and you reported the cover was broken on your water meter pit. The District then installed a cutoff in the meter pit and replaced the cover. You also stated you might put in a driveway on U.S. 60, and I told you the District would bury the line deeper if it knew where that driveway would be. You have never provided the location of that future driveway and in any event it would not change the location of the easement, only the depth the water main is buried. I called your office and left a message and you never returned my call.

On August 8, 2005 at 4:15 p.m., I called both your office and home, and left a message that your water would be disconnected because you had not signed the easement. In contrast to prior contacts when you did not respond for days, if at all, you immediately returned my call that day. You stated you wanted to cooperate and said all you wanted was for someone to meet you on your property and show you where the line would go.

I then contacted our engineer, who was at a family reunion in Germany, and asked him to meet with you on Monday evening August 15, 2005, the day he returned to the United States. He made a special trip and met with you at your home that evening. He answered all questions you



asked, but you declined to sign the easement or ask any more questions. You did not contact me or the District with any questions.

Despite all of these contacts and effort on the part of the District to work with you and satisfy your concerns, you have failed to sign the easement. On August 23, 2005 at 3:15 p.m. I left a message on your home and office answering machines telling you I would recommend the District disconnect your water if the signed easement is not received by close of business on August 24, 2005. Once again when faced with the imminent threat of disconnection, and in marked contrast with your prior behavior when you made no effort to resolve the situation, you immediately contacted the Public Service Commission, who called me before 3:30 that same day! You say you want to work with us to resolve the situation, yet you have done little except to delay, delay, delay.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". The District's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the District, without cost, any permanent easement reasonably required by the District for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated on September 4, 2005 unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. No further letters or courtesy calls will be given to you, and this deadline will not be extended under any circumstances.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

c Service Commission

7002 0000 9000 8798 5255 5255

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**ADDITIONAL USE**

|   |         |                  |
|---|---------|------------------|
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| Certified Fee                                     | 2.30    |                  |
| Return Receipt Fee<br>(Enclosure Required)        | 1.75    |                  |
| Restricted Delivery Fee<br>(Endorsement Required) |         |                  |
| Total Postage & Fees                              | \$ 4.42 |                  |

Sent To

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Annette D. Calvert and \_\_\_\_\_, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from Danny and Viola Lewis and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in GRANTOR'S west property line common with Danny W. and Viola Lewis, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet from and parallel to the north right-of-way of said road, a distance of approximately 180 feet to a point in GRANTOR'S east property line common with with Ben and Robin Santa Teresa, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

\_\_\_\_\_  
Annette D. Calvert, GRANTOR

\_\_\_\_\_  
, GRANTOR

STATE OF \_\_\_\_\_

SCT.

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 200 , personally appeared before me Annette D. Calvert and \_\_\_\_\_ the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059

By: \_\_\_\_\_  
Donald T. Prather

ject: 99-25, Sheet: \_\_\_\_\_, Parcel: 12-50

## EASEMENT AGREEMENT

This Easement Agreement entered into on this 10 day of November, 2005 by and between U.S. 60 Water District of Shelby and Franklin Counties, Inc. (the "District") and Kenneth D. Gibson and Betty Mae Gibson, husband and wife (the "Gibsons");

In consideration of the granting of a water line Easement by the Gibsons, the District agrees as follows:

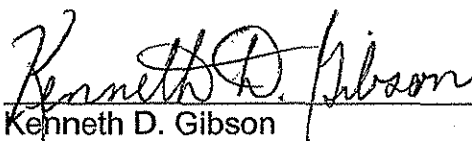
1. The District will take all reasonable precautions to avoid damage to trees on the Gibsons' property, including requiring its contractor to erect temporary barriers to minimize root compaction by heavy equipment. Any trees which are destroyed during the construction process will be replaced or, at the District's option, the Gibsons will be paid the reduction in the fair market value of their property due to the loss of the tree(s). Any tree(s) which die within one year after construction is completed on the Gibsons' property will be treated similarly to the extent the death of the tree is caused by the construction of the water main.


2. The District will use its reasonable best effort to restore the Gibsons' real and/or personal property to a condition similar to its condition on the day before the District initiates construction on the Gibsons property.

3. The District will bore under the Gibsons' driveway, or if boring is not feasible due to excessive length of the required bore, the Gibsons' driveway will be open cut, repaired with smooth asphalt material, and the Gibsons' entire main driveway including the circle (but not including the drive to the back of their house) will sealed at the District's expense.

U.S. 60 WATER DISTRICT OF SHELBY  
AND FRANKLIN COUNTIES, KY, INC.

By:   
Donald T. Prather, Attorney

  
Kenneth D. Gibson

  
Betty Mae Gibson

MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220

FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

November 14, 2005

Kenneth D. Gibson  
Bettie Mae Gibson  
5400 Louisville Road  
Frankfort, KY 40601

Re: U.S. 60 Water District

Dear Dr. and Mrs. Gibson:

Enclosed is the original signed Easement Agreement and a copy of your notarized easement. Thank you very much for your cooperation in this matter. By copy of this letter, I am requesting that the District's Engineer take appropriate steps to ensure that the District's contactor abides by the enclosed easement agreement.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer

**Don Prather**

---

**From:** Don Prather [dprather@iglou.com]  
**Sent:** Tuesday, October 25, 2005 3:31 PM  
**To:** Sandy Broughman (E-mail); Darrell Dees (E-mail)  
**Cc:** Bill Eggen (E-mail)  
**Subject:** US 60 Transmission-Dr. and Mrs. Gibson

I spoke with Mrs. Gibson just now and they would like an on site visit. Their phone number is 502-223-2746. They want a written agreement regarding their trees and boring their driveway, which I will prepare and mail with an easement rewritten to state we will stay as close the to ROW as possible. Seemed real nice after I calmed her down. Seems she and her husband were home when you guys visited the other folks and they live between 2 of the ones you visited. Thought you should have visited with them instead. I tried to explain you might have run out of time. Anyway, seems like once again people just want some face to face sucking-up I mean contact..

Donald T. Prather  
Mathis, Riggs, and Prather, PSC

**\*\* Confidentiality Notice\*\***

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DONALD T. PRATHER  
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TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

October 27, 2005

Kenneth D. Gibson  
Bettie Mae Gibson  
5400 Louisville Road  
Frankfort, KY 40601

Re: U.S. 60 Water District

Dear Mr. Gibson:

Thank you very much for the time both of you have spent with me discussing the U.S. 60 project and the easement U.S. 60 requests across your property. Pursuant to your request, I enclose another copy of the easement. Please note this easement has been redrafted to require the water line to be installed as closed as possible to the U.S. Highway 60 right-of-way line.

I also enclose a proposed agreement regarding your driveway and trees. If it is acceptable, please sign one of the copies and return an original to me. I will sign it on behalf of U.S. 60 and return a signed copy to you.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

*P.S. Please also sign the easement and return it to me. I will notarize your signatures.*

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer

MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

October 24, 2005

Kenneth D. Gibson  
Bettie Mae Gibson  
5400 Louisville Road  
Frankfort, KY 40601

Re: U.S. 60 Water District

Dear Mr. Gibson:

Per your conversation with my secretary yesterday, October 19, 2005, enclosed is another copy of the easement we are asking you to grant to U.S. 60 Water District.

Thank you for your attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

*P.S. I changed the easement  
so it requires the line to be  
as close as possible to US60.  
Also if you wish I will notarize  
your signatures if you return the  
original easement to me.*

BY:

  
Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer

U.S. 60 WATER DISTRICT

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Kenneth D. Gibson and Betty Mae Gibson, (hereinafter collectively referred to as "Grantor"), by U.S. 60 Water District, (hereinafter referred to as ("Grantee")), the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of GRANTOR which land was acquired by GRANTOR by Deed from \_\_\_\_\_ and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_, Page \_\_, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width and the waterline shall be installed as close as possible to the right-of-way of US Highway 60. The centerline of the easement shall be the water line as actually constructed. This easement is tentatively described as follows:

Franklin ✓

Beginning at a point in GRANTOR'S west property line common with Keith M. Waits and Donna Waits, et al., thence in an easterly direction parallel and adjacent to the north right-of-way line of U.S. 60 Highway, a distance of approximately 535 feet to a point in GRANTOR'S east property line common with Winfred Howe.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, GRANTOR'S successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Kenneth D. Gibson, GRANTOR

\_\_\_\_\_  
Betty Mae Gibson, GRANTOR

STATE OF KENTUCKY )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared before me Kenneth D. Gibson and Betty Mae Gibson, husband and wife, the GRANTOR in the foregoing grant, and acknowledged the signing thereof to be GRANTOR'S voluntary act for the uses and purposes set forth.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This instrument was prepared by  
Mathis, Riggs & Prather, P.S.C.  
500 Main Street, Suite 5  
Shelbyville, Kentucky 40065

  
\_\_\_\_\_  
Donald T. Prather

*OK to mail  
without my  
resigning.*



**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065**

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

September 19, 2005

Kenneth D. Gibson  
Bettie Mae Gibson  
5400 Louisville Road  
Frankfort, KY 40601

VIA FACSIMILE (502) 223-2746 and Regular Mail

Re: U.S. 60 Water District

Dear Mr. and Mrs. Gibson:

I spoke with Mr. Gibson a number of months ago regarding the easement U.S. 60 Water District had requested to cross the front of your property for the construction of a desperately needed new 12-inch water main. My notes indicated you wanted a diagram faxed to you at the fax number listed on this letter. Mr. Gibson subsequently called me to let me know he had still not received that fax. I have conferred with the District's engineer, Warner A. Broughman, III, and he has told me he has faxed this document to your number several times.

Would you please call me and let me know whether or not you have received a fax from Mr. Broughman, and if you have, whether you need any additional information. Time is starting to run short since we have acquired most of the easements and need to begin construction of the water line as soon as possible.

As a side matter, the new water main will be large enough to carry fire hydrants, but the water district does not have enough money to install those fire hydrants other than as an occasional flush hydrant, whose location is dictated by engineering requirements. I am trying to suggest to everyone on this project that they get together with their neighbors and discuss whether or not they want to go together and purchase a fire hydrant. The engineer estimates the cost of a fire hydrant, if installed when the line is being built, between \$2,000.00 and \$2,500.00. The cost to come back later and add a hydrant will be much higher. Generally, homeowner's insurance companies give a significant discount on an insurance premium if the residence is located within

1,000 feet of a fire hydrant and within five (5) miles by road from a fire station. You would, of course, need to check with your individual insurance companies to determine their exact requirements. If all of the people within 1,000 feet on either side of a proposed fire hydrant contribute, the per-family cost of that fire hydrant can often be recouped within only a few years from the insurance premium savings.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer

*Gibson***Paula Mc Clain**

**From:** Don Prather [dprather@iglou.com]  
**Sent:** Friday, March 25, 2005 8:59 AM  
**To:** pmcclain@iglou.com  
**Subject:** RE: FYI - Easements

thanks. We also got a call from a Doctor Gibson a week or so ago. Sandy was supposed to send him a diagram showing the easement route on this property but had never done so. I reminded Sandy the other day to do this.

-----Original Message-----

**From:** Paula Mc Clain [mailto:mrp@iglou.com]  
**Sent:** Friday, March 25, 2005 7:54 AM  
**To:** dprather@iglou.com  
**Subject:** FYI - Easements

Just so you know what's going on, and in case you have additional info to add.

*Paula McClain*  
*Legal Secretary*

-----Original Message-----

**From:** wabiii [mailto:wabiii@prodigy.net]  
**Sent:** Thursday, March 24, 2005 3:53 PM  
**To:** pmcclain@iglou.com  
**Subject:** Re: Easements

I'll go ahead and prepare the additional easement for Mr. Kirk.

----- Original Message -----

**From:** Paula Mc Clain  
**To:** 'wabiii'  
**Sent:** Thursday, March 24, 2005 10:11 AM  
**Subject:** RE: Easements

If you mean Norman & Charlotte Kirk, Norman is deceased, but we have a signed easement from Charlotte. We have not prepared any additional easements for them, but I will run it by Don this afternoon. As for Richard and Marie, I've not heard anything from them. I will send a follow-up letter to Calvert.

*Paula McClain*  
*Legal Secretary*

Mathis, Riggs, and Prather P.S.C.

**\*\*Confidentiality Notice\*\***

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MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

January 18, 2005

Kenneth D. Gibson and  
Betty Mae Gibson  
5400 Louisville Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

To Whom It May Concern:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent

Kenneth D. Gibson  
January 18, 2005  
Page Two

easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By. 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Kenneth D. Gibson and Betty Mae Gibson, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from \_\_\_\_\_ and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

*Donna* Beginning at a point in GRANTOR'S west property line common with Keith M. Waits and Janice Waits, et. Al., said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet from and parallel to the north right-of-way of said road, a distance of approximately 535 feet to a point in GRANTOR'S east property line common with Winfred Howe, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
**Kenneth D. Gibson, GRANTOR**

\_\_\_\_\_  
**Betty Mae Gibson, GRANTOR**

STATE OF \_\_\_\_\_  
SCT.  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me Kenneth D. Gibson and Betty Mae Gibson, the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059

By: \_\_\_\_\_  
**Donald T. Prather**

Project: 99-25, Sheet: \_\_\_\_\_, Parcel: 12-106

**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065**

**C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS**

**TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667**

**E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)**

November 1, 2005

Donald E. Smith  
5678 Louisville Road  
Frankfort, KY 40601.

**VIA CERTIFIED and REGULAR MAIL**

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Smith:

You were previously mailed a letter requesting you to sign the enclosed easement permitting U.S. 60 Water District to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You failed to provide the requested easement.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
 Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
 Darrell Dees, Manager  
 Sandy Broughman, Engineer

7003 260 0006 8798 5508

|  |               |
|--|---------------|
| <b>U.S. Postal Service™</b>  |               |
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| <b>Total Postage &amp; Fees</b>  | <b>\$4.42</b> |
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| Sent To <u>Donald Smith</u>  |               |
| Street, Apt. No.,<br>or PO Box No.   |               |
| City, State, ZIP+4   |               |
| PS Form 3800, June 2002 See Reverse for Instructions   |               |



**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065**

**C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS**

**TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667**

**E-MAIL: mrp@iglou.com**

November 1, 2005

Terri R. Smith  
5678 Louisville Road  
Frankfort, KY 40601

**VIA CERTIFIED and REGULAR MAIL**

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mrs. Smith:

You were previously mailed a letter requesting you to sign the enclosed easement permitting U.S. 60 Water District to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You failed to provide the requested easement.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. Pursuant to 807 KAR 5:006 Section 13, please be advised that the termination date will not be affected by your receipt of a subsequent bill, and you have the right to dispute the reason for termination. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, or you wish to dispute the reason for termination, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm  
Enclosure  
Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

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PS Form 3800, June 2002 See Reverse for Instructions

U.S. 60 WATER DISTRICT

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Donald E. Smith and \_\_\_\_\_, (hereinafter referred to as "Grantor"), by U.S. 60 Water District, (hereinafter referred to as ("Grantee")), the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of GRANTOR which land was acquired by GRANTOR by Deed from \_\_\_\_\_ and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_, Page \_\_\_\_, in the Shelby County Clerk's Office, together with the right of ingress and egress over the adjacent lands of GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed. This easement is tentatively described as follows:

Beginning at a point in GRANTOR'S east property line common with Dianna Hyatt, thence in a westerly direction parallel and adjacent to the north right-of-way line of U.S. 60 Highway, a distance of approximately 200 feet to a point in GRANTOR'S west property line common with Larry and Kimberly Black

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, GRANTOR'S successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running th the land for the benefit of GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Donald E. Smith, GRANTOR

\_\_\_\_\_  
, GRANTOR

STATE OF KENTUCKY )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared before me Donald E. Smith and \_\_\_\_\_, husband and wife, the GRANTOR in the foregoing grant, and acknowledged the signing thereof to be GRANTOR'S voluntary act for the uses and purposes set forth.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This instrument was prepared by  
Mathis, Riggs & Prather, P.S.C.  
500 Main Street, Suite 5  
Shelbyville, Kentucky 40065

By: \_\_\_\_\_  
Donald T. Prather

**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW**  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

September 9, 2005

Donald E. Smith  
Terri R. Smith  
5678 Louisville Road  
Frankfort, KY 40601

Re: U.S. 60 Water District

Dear Mr. Smith:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 (or Morris Clark Road, if applicable) across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

Unfortunately, the government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. Enclosed is an easement for you to review. We must obtain an easement across your property before the line can be built. If the easement is acceptable, please sign it in the presence of a notary public and return it either to me or to U.S. 60's office in Bagdad. If the easement is not acceptable, please contact me at your earliest convenience so that we may discuss the matter.

Time being of the essence, please return the signed and notarized easement within ten days from the date of this letter.

As a side matter, the new water main will be large enough to carry fire hydrants, but the water district does not have enough money to install those fire hydrants other than as an occasional

flush hydrant, whose location is dictated by engineering requirements. I am trying to suggest to everyone on this project that they get together with their neighbors and discuss whether or not they want to go together and purchase a fire hydrant. The engineer estimates the cost of a fire hydrant, if installed when the line is being built, between \$2,000.00 and \$2,500.00. The cost to come back later and add a hydrant will be much higher. Generally, homeowner's insurance companies give a significant discount on an insurance premium if the residence is located within 1,000 feet of a fire hydrant and within five (5) miles by road from a fire station. You would, of course, need to check with your individual insurance companies to determine their exact requirements. If all of the people within 1,000 feet on either side of a proposed fire hydrant contribute, the per-family cost of that fire hydrant can often be recouped within only a few years from the insurance premium savings.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, Manager  
William Eggen, Chairman  
Sandy Broughman, Engineer

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

August 24, 2005

Keller B. Campbell  
705 Bridgeport Benson Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Campbell:

Enclosed as requested is the Easement in your name only.  
Please sign it, have your signature notarized, and return it to me  
within ten days from the date of this letter.

If you have any questions, please do not hesitate to call.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm  
Enclosure

Mr. Prather,  
I don't agree with your threat to terminate  
my water service at my house if I don't sign this  
easement on my farm on US 60. I believe you'll find the  
PSC may disagree with your tactic.  
However, attached is the signed easement  
now requested.

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

August 24, 2005

Keller B. Campbell  
705 Bridgeport Benson Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

Dear Mr. Campbell:

Enclosed as requested is the Easement in your name only.  
Please sign it, have your signature notarized, and return it to me  
within ten days from the date of this letter.

If you have any questions, please do not hesitate to call.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm  
Enclosure

**MATHIS, RIGGS & PRATHER, P.S.C.**

**ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065.**

**C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS**

**TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667**

**E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)**

January 18, 2005

Keller B. Campbell and  
Tracy M. Campbell  
705 Bridgeport Benson Road  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

To Whom It May Concern:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent



Keller B. Campbell  
January 18, 2005  
Page Two

easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By:   
Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

# Office DEPOT

## *Taking Care of Business*

### Fax Transmission

PLEASE PRINT

TO: Don Prather

FROM: Ted C Tucker

FAX NUMBER: 502-633-0667

SENDER'S PHONE #: 918-734-0115

DATE: 8-25-05

# OF PAGES: 2  
(Including cover)

Message: Signed Right-of-Way Easement

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X Ted C Tucker  
(CUSTOMER'S SIGNATURE)

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ATTORNEYS AT LAW

P.O. BOX 1059, 500 MAIN STREET  
SHELBYVILLE, KENTUCKY 40066-1059

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD. T. PRATHER

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667  
E-mail: mrp@iglou.com

F A C S I M I L E T R A N S M I S S I O N

TO: PERSON: Ted Tucker

TELECOPIER NO.: 918-663-7409

SENDER: Don Prather

DATE/TIME: 8/24/05

NUMBER OF PAGES (INCLUDING THIS COVER PAGE): 2

MESSAGE/COMMENTS: Please sign & return to me by mail. I will  
notarize your signature. Thanks!

Ted Tucker  
918-663-7409  
Tulsa Oklahoma  
Fax ~~Phone~~

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**U.S. 60 WATER DISTRICT  
RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to **Ted C. Tucker** and \_\_\_\_\_ (hereinafter 'GRANTOR'), by **U.S. 60 Water District** (hereinafter 'GRANTEE'), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by \_\_\_\_\_ from Jean Hulker and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be **30** feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

**Beginning at a point in GRANTOR'S west property line common with Evelyn F. Hayden, said point being 45 feet north of the centerline of U.S. 60 Highway; thence 45 feet from and parallel to the centerline of said road, a distance of approximately 225 feet to a point in GRANTOR'S east property line common with Juanita M. Gillis, said point being 45 feet north of the centerline of said road.**

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

\_\_\_\_\_  
**Ted C. Tucker, GRANTOR**

STATE OF \_\_\_\_\_  
SCT. \_\_\_\_\_, GRANTOR  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 200 , personally appeared before me Ted C. Tucker and \_\_\_\_\_, the GRANTORS in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:  
Mathis, Riggs, & Prather, P.S.C.  
P.O. Box 1059  
Shelbyville, KY 40066-1059

By: \_\_\_\_\_  
Donald T. Prather

Project: 99-25, Sheet: \_\_\_\_\_, Parcel: 24-08

MATHIS, RIGGS & PRATHER, P.S.C.  
ATTORNEYS AT LAW  
500 MAIN STREET, SUITE 5  
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.  
T. SHERMAN RIGGS  
DONALD T. PRATHER  
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220  
FAX: (502) 633-0667

E-MAIL: [mrp@iglou.com](mailto:mrp@iglou.com)

January 18, 2005

Ted C. Tucker  
1015 Lees Court  
Frankfort, KY 40601

Re: U.S. 60 Water District of Franklin and  
Shelby Counties, Kentucky

To Whom It May Concern:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent

Ted C. Tucker  
January 18, 2005  
Page Two

easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

BY   
Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman  
Darrell Dees, Manager  
Sandy Broughman, Engineer

**Paula Mc Clain**

---

**From:** Paula Mc Clain [pmcclain@iglou.com]  
**Sent:** Wednesday, September 28, 2005 9:33 AM  
**To:** Sandy Broughman (E-mail)  
**Cc:** Donald T. Prather (E-mail)  
**Subject:** US 60 Transmission / Dorothy Morrow

Dear Sandy:

We got two easements from Dorothy Morrow. The first stretch of her road frontage on US 60, between Frances F. Terry & Robert Allen Lewis, will probably be built on or near state right-of-way. The easement there is only 10 feet wide because of septic tank lateral lines.

The remainder of her frontage between Robert Allen Lewis and Margaret Catherine Roberts has a regular 30-foot easement. You should probably make notations on the plans or otherwise notify the contractor.

Don Prather

By: *Paula McClain*  
*Legal Secretary*

Mathis, Riggs, and Prather P.S.C.

**\*\*Confidentiality Notice\*\***

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MATHIS, RIGGS & PRATHER, P.S.C.

By:  \_\_\_\_\_

Donald T. Prather  
500 Main Street, Suite 5  
Shelbyville, Kentucky 40065  
Phone (502) 633-5220  
Fax (502) 633-0667

**CERTIFICATE OF SERVICE**

It is hereby certified that a true and accurate copy of the foregoing Answer was  
this 10 day of March, 2006 mailed to the following:

Annette D. Calvert  
575 Old U.S. 60  
Frankfort, KY 40601

 \_\_\_\_\_  
Donald T. Prather