## SPECIAL CONTRACT

This special contract is entered into this  $117^{+}$  day of November, 2011, between Edmond M. Thompson and Marcella F. Thompson, of Franklin County, Kentucky, herein referred to as the Thompsons, and Russell Greenwell and Kathryn Greenwell, herein referred to as the Greenwells, and the Peaks Mill Water District, herein referred to as the District, in order to facilitate additional water service to the Thompsons' property located along Highway 127 North in Franklin County.

The District Board has by vote on October 3<sup>rd</sup>, 2011, agreed, subject to the terms of this agreement, to allow the Thompsons to have installed a virtual water meter for their new house being constructed on their property recorded in Deed Book 313 page 561 of the Franklin County Clerk's Office, which is being subdivided by the Thompsons in order to sell their present home at 7885 Highway 127 North to their daughter and son in law, Kathryn and Russell Greenwell.

The Thompsons and Greenwells further agree that there will be three separate water service charges: one each for the business site located on the east side of Highway 127 North (real meter), the house located at 7885 Highway 127 North (virtual meter), and the new house being constructed, 7879 Highway 127 North (virtual meter). In the event either house is sold outside the immediate Thompson family (restricted to sons, daughters and grandchildren) the new owner will be required to install a separate water line that is metered. Any deed conveying property from the tract formerly referred to in Deed Book 313 page 561 shall contain a restriction setting forth this requirement. The **Khompsons** and Greenwells further agree that if and when the District extends its mdffine DfftoJEN EXECUTIVE DIRECTOR north along the west side of Highway 127 North to the Thompsons' properties that the function of the the function of the

1/15/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) separate private lines will be run to both houses, at the owners expense, and all virtual metering will be discontinued. They further agree that neither they nor their assigns may deprive the newly constructed property, or the present home from receiving service at any time this agreement is in effect. This restriction will be placed in any deeds conveying the properties subject to this agreement.

In the event the District extends the main line further north on the east side of Owenton Road to the Thompsons' property, the District will take over the present private line to the extent that it goes under Owenton Road and the Thompsons and Greenwells, or their assigns, will have separate lines and regular meters installed to both houses at their expense and this contract will be terminated at that time

This agreement is entered into by the District after the Board was presented evidence by the Thompsons of the problems that they had encountered after their private line had been installed under Owenton Road following the construction of the present highway that divided their property; and, it has been determined that without this agreement substantial problems, financial and usage disruption, might be encountered by the Thompsons in the future.

This agreement is contingent on its approval by the Public Service Commission.

Church Quarles, Chair Peaks Mill Water District

<b>KENTUCKY</b> PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
1/15/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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 PUBLIC SERVICE COMMISSION

 JEFF R. DEROUEN

 EXECUTIVE DIRECTOR

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