

WATER LINE EXTENSION  
AGREEMENT

This water line extension agreement is made and entered into this  
14 day of July, 1995 between Howard Jones, Jerry Stafford  
and Dr. W. R. Greene (Builders) and Tri-Village Water District (Tri-  
Village), all of Owen County, Kentucky.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

W I T N E S S E T H:

That whereas Tri-Village owns and operates a treated water distribution system in Owen County, Kentucky; and

AUG 13 1995  
PURSUANT TO 807 KAR 5011,  
SECTION 9(1)

Whereas Builders have constructed a water line along Highway 22 to service certain real estate they are developing; and

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

Whereas Builders' line runs approximately one and one half miles along said highway and was installed at a cost of \$36,100.00; and

Whereas the parties have agreed that upon the expiration of one year from the time said water line is put into operation, and upon inspection or testing by Tri-Village to insure that the water line is free of leaks and defects in its construction, Tri-Village shall assume ownership and maintenance of same; and

Whereas the parties have reached an agreement by which Builders can be reimbursed for a portion of their costs in construction of the water line; and

Whereas the parties desire to reduce their agreement regarding said water line to writing, now

Therefore, upon the terms and conditions contained herein, the parties hereto agree as follows:

1. That one year from the beginning of the operation of Builders' water line, Tri-Village shall acquire ownership of Builders' water line, subject to satisfactory inspections of said line by Tri-Village.

2. That in addition to ownership of water line, Builders shall convey to Tri-Village a permanent easement for the maintenance, repair and replacement of the water line.

3. That after the acquisition of the water line by Tri-Village, and for a period of five years from the acquisition date or until the total cost of the project has been repaid to the Builders (whichever comes first), Tri-Village shall collect said \$1,500.00 fee for each new service installed on line and this same fee will be deducted from the total cost of the project for each service installed on the line by the Builders, these fees shall be returned to the Builders. This

fee shall be in addition to all charges by Tri-Village to initiate water service.

4. That this agreement is entered into subject to the approval of the U.S.D.A.-Fm.H.A. and the Natural Resources Cabinet, Division of Water.

5. That this instrument contains the entire agreement of the parties and any amendment or modification to the terms herein shall be by an instrument executed by all parties.

In witness whereof the parties have hereto affixed their signatures on the day and year first written above.

Howard Jones  
HOWARD JONES

Jerry Stafford  
JERRY STAFFORD

Dr. W. R. Greene  
DR. W. R. GREENE

COMMONWEALTH OF KENTUCKY  
COUNTY OF OWEN

TRI-VILLAGE WATER DISTRICT

By: Charles F. Noel  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

AUG 13 1995

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Jordan C. Noel  
FOR THE PUBLIC SERVICE COMMISSION  
to before me

The foregoing instrument was subscribed and sworn to before me by HOWARD JONES, JERRY STAFFORD and DR. W. R. GREENE to be their free and voluntary act and deed on this 14 day of July, 1995.

My commission expires: July 19, 1997.

Carol J. Cox  
NOTARY PUBLIC  
STATE AT LARGE

COMMONWEALTH OF KENTUCKY  
COUNTY OF OWEN

The foregoing instrument was subscribed and sworn to before me by Charles F. Noel, in behalf of Tri-Village Water District on this 13 day of July, 1995.

My Commission expires: July 19, 1997.

Carol J. Cox  
NOTARY PUBLIC  
STATE AT LARGE