

right of ingress and egress for these purposes over Applicant's property.

8. All construction, labor and materials must be in accordance with the District's specifications. A payment and performance bond will be required.

9. The facilities will be constructed in accordance with this contract and "Exhibit A." If there is no "Exhibit A" to this contract, the facilities will be constructed within the District's easements upon Applicant's property. Under no circumstances will construction begin on Applicant's property until Applicant(s) has granted District all necessary and proper recorded easements.

10. The District agrees that it will perform its obligations under this contract with reasonable diligence, and that construction will begin as soon as reasonably possible. In the event that the construction called for by this contract cannot begin within 6 months from the date of this contract, then either the District or all of the Applicant(s) may terminate this agreement by written notice to the other at which time the District will refund the deposit less any cost incurred.

11. This agreement shall be valid and binding on the District only when executed by its Manager, Assistant Manager, or Chairman. Any deposit made with this application prior to such signature shall not be construed as an acceptance hereof.

12. No 50-foot rule contribution or rebate will be paid since this is not a water main extension.

13. If any Applicant's account becomes delinquent, that Applicant agrees to pay the District's attorney fees and costs incurred in collecting that account. Any delinquent account will accrue Twelve Percent (12%) interest. Venue for any action filed on this contract shall be in Shelby County, Kentucky.

14. Any notice given hereunder shall be deemed sufficient if in writing and sent by certified mail to District at P.O. Box 100, Simpsonville, Kentucky 40057, and to each Applicant at Applicant's most recent billing address or, if none, then that Applicant's address as shown on this application.

15. The terms of this special extension agreement, if filed with the Kentucky Public Service Commission pursuant to 807 KAR 5:001 Section 9(1), shall prevail over any of the District's and regulations.

16. Water service connection provided via this vault is for a private fire protection sprinkler system only. Applicant(s) will pay the District's regular charges for this service. No domestic, farm, business or other use of water is permitted.

17. THE DISTRICT'S WATER SYSTEM IS DESIGNED AND CONSTRUCTED FOR RURAL DOMESTIC CONSUMPTION. THE ALLOWANCE OF CONNECTIONS FOR FIRE PROTECTION, WHETHER BY DESIGN OR IMPLICATION, IS ONLY FOR SUCH BENEFIT AS THE APPLICANT(S) MAY BE ABLE TO DERIVE FROM SUCH CONNECTION. THE CONNECTION REQUESTED BY THIS APPLICATION LIES OUTSIDE THE DISTRICT'S FIRE FLOW AREAS. DUE TO VARIOUS FACTORS SUCH AS DISTANCE FROM WATER TANK, INSUFFICIENT LINE SIZE, LACK OF WATER MAIN LOOPING, BREAKS OR OTHER EMERGENCY CONDITIONS, ETC., THERE MAY NOT BE ANY WATER AVAILABLE TO THIS CONNECTION TO FIGHT A FIRE. APPLICANT(S) ACKNOWLEDGE FIRE PROTECTION CAN ONLY BE ASSURED IF APPLICANT(S) INSTALL ON-SITE WATER STORAGE AND/OR PUMPING FACILITIES. APPLICANT(S) AGREE THE DISTRICT WILL NOT BE LIABLE IN THE EVENT OF ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM INTERRUPTIONS IN SERVICE OR INADEQUATE WATER PRESSURE OR FLOW. APPLICANT(S) WILL INDEMNIFY AND HOLD DISTRICT HARMLESS FROM ANY AND ALL CLAIMS OR LIABILITIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING DISTRICT'S REASONABLE ATTORNEY'S FEES, ARISING OUT OF THE USE OF THIS FIRE PROTECTION SERVICE CONNECTION TO FIGHT A FIRE.

18. By signature hereon, Applicant(s) 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.

Date: 3-3-00

WALNUT WAY FARM

Name: Walnut Way Farm
By: Marilyn McFarlane
Title: President

Date: 3-3-00

MARILYN MCFARLANE

Marilyn McFarlane

Date: 3-8-00

WEST SHELBY WATER DISTRICT

By: Ray L. Ramey
Title: Chairman

* * *

FOR District USE ONLY:

Received this 3rd day of March, 2000,
from Applicant for Escrow Construction:
Completed Cost of Project
Balance due from (to) Applicant

Completed Footage of Project
District Contribution (if any)

2WTR\WS\mcfarlane.APP
form 4/30/99

\$ 21,050.00
\$
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 08 2000

PURSUANT TO 807 KAR 5011.
SECTION 9 (1)

BY Stephan O. Bell
SECRETARY OF THE COMMISSION

PRELIMINARY ESTIMATE

Service for barn fire protection only no domestic service figured in.

Location: Walnut Way Farm

Project No: 99-29

Client Name: Marilyn McFarlane

Date Prepared: December 3, 1999

Client Address: 2800 Shelbyville Rd.
Simpsonville, KY 40065

Client Phone:
Client Fax:

Water Utility: West Shelby Water District
Utility Address: P.O. BOX 26
Simpsonville, KY 40067

Utility Phone: 502-722-8944
Utility Fax: 502-722-0060

Special Problems: Encroachment permit of
US 60

Number Of Tap-ons: None

ITEM NO.	SIZE	ITEM	AMOUNT	UNIT	UNIT PRICE	TOTAL PRICE
1	6-inch	PVC Pipe	100	L.F.	\$8.00	\$800.00
2	6-inch	Tapping Gate Valve and Box	1	EACH	\$1,450.00	\$1,450.00
3	12-inch	Steel Casing Pipe, Bored	50	L.F.	\$120.00	\$6,000.00
4		Crushed Stone	25	TONS	\$10.00	\$250.00
5		Class C Concrete	1	C.Y.	\$250.00	\$250.00
6		Pre-Fab Valve Vault	1	EACH	\$8,000.00	\$8,000.00
7		Contingency, 10%				\$1750.00
TOTAL CONSTRUCTION:						\$18,500.00

DIVISION OF WATER PROCESSING FEE: \$150.00
ENGINEERING: \$2,000.00
INSPECTION: By District
LEGAL \$100 PER EASEMENT +2%: \$400.00

TOTAL NON-CONSTRUCTION: \$2,550.00

TOTAL PROJECT: \$21,050.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 08 2000

PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)

BY Stephan D. Bell
SECRETARY OF THE COMMISSION