

CONTRACT

THIS CONTRACT entered into the 1<sup>st</sup> day of OCTOBER, 1986, between the SOUTH WOODFORD COUNTY WATER DISTRICT, a body corporate, of Versailles, Kentucky, hereinafter referred to as South Woodford, and the LEXINGTON-SOUTH ELKHORN WATER DISTRICT, a body corporate of Nicholasville, Kentucky, hereinafter referred to as Lexington-South Elkhorn,

WITNESSETH

WHEREAS, South Woodford and Lexington-South Elkhorn have been organized and established under the provisions of Chapter 74 of the Kentucky Revised Statutes for the purpose of constructing and operating water supply distribution system serving water users within their respective districts, South Woodford being wholly within Woodford County and Lexington-South Elkhorn being within Fayette and Jessamine Counties, and

WHEREAS, Wallace G. Wilson, 2008 Bamboo Drive, Lexington, Kentucky, owns a farm which is partly in the boundaries of South Woodford in Woodford County, and partly in the boundaries of the Lexington-South Elkhorn in Jessamine County, and which is the same property conveyed to Wallace G. Wilson and Emmaleen B. Wilson, his wife, by deed dated April 27, 1976, from William Miles Arvin, Executor and Trustee of

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DEC 03 1986

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

BY: [Signature]

Estate of Claire Mahin, containing approximately 134.03 acres and recorded in Deed Book 139, at Page 163, in the Office of the Clerk of the Jessamine County Court Clerk, less the following tracts:

(1) 22.53 acres by deed to William R. Rice and Nellie W. Rice, his wife, dated November 30, 1976, in Deed Book 143, at Page 17.

(2) 6.61 acres by deed to Edward B. Lindsay and Nancy C. Lindsay, his wife, dated September 16, 1977, in Deed Book 149, at Page 59.

(3) 5.0 acres by deed to Silas P. Mansfield and wife, dated August 27, 1979, in Deed Book 100, Page 537, of record in the Office of the Clerk of the Woodford County Court, and

WHEREAS, South Woodford is presently serving water to the portion of the Wilson property which lies within South Woodford's boundaries in Woodford County, and

WHEREAS, Wallace G. Wilson has requested South Woodford to serve his property which lies within the boundaries of Lexington-South Elkhorn in Jessamine County, and

WHEREAS, the Public Service Commission of Kentucky by order dated March 21, 1979, in Case No. 7338 ordered South Woodford to extend water service to the remaining portion of the Wallace G. Wilson property within the boundaries of the Lexington-South Elkhorn in Jessamine County, and

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BY: B. Jones

WHEREAS, water districts are authorized to contract with other water districts to provide for operation of a water system pursuant to Kentucky Revised Statutes 74.414, and

WHEREAS, by resolution of the Board of Commissioners of South Woodford, enacted on the 15<sup>th</sup> day of October, 1986, South Woodford was authorized to enter into a contract with Lexington-South Elkhorn whereby South Woodford would provide water service to the Wallace G. Wilson property located in Jessamine County within the boundaries of the Lexington-South Elkhorn, and

WHEREAS, by Resolution of the Board of Commissioners of the Lexington-South Elkhorn enacted on the 1<sup>st</sup> day of OCTOBER, 1986, Lexington-South Elkhorn consented to the service of water by South Woodford to Wallace G. Wilson at his property located in Jessamine County within the boundaries of the Lexington-South Elkhorn and further authorized the execution of the contract with South Woodford:

NOW, THEREFORE, in consideration of the foregoing and mutual agreements herein set forth,

SOUTH WOODFORD AGREES:

To extend water service to the remaining portion of the Wallace G. Wilson property located in Jessamine County within the boundaries of Lexington-South Elkhorn as ordered by the Public Service Commission of Kentucky,

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BY: B. Jones

LEXINGTON-SOUTH ELKHORN AGREES:

To consent to the extension of water service by South Woodford to the remaining portion of the Wallace G. Wilson property located in Jessamine County and within the boundaries of the Lexington-South Elkhorn as ordered by the Public Service Commission of Kentucky and as authorized by Kentucky Revised Statutes 74.414.

IT IS FURTHER MUTUALLY AGREED BETWEEN SOUTH WOODFORD AND LEXINGTON-SOUTH ELKHORN, AS FOLLOWS:

1. That this contract shall extend for a term of forty (40) years from the date of this contract unless sooner terminated by mutual agreement or as herein provided.

2. That at such time as the Lexington-South Elkhorn desires to serve Wallace G. Wilson at his property in Jessamine County and within the boundaries of the Lexington-South Elkhorn, it shall have the option to acquire from South Woodford any such line and facilities located within the boundaries of Lexington-South Elkhorn for service to the Wallace G. Wilson property, or his successors in title, upon payment by Lexington-South Elkhorn to South Woodford for its actual net cost in said line and facilities and South Woodford shall deed said line and facilities to Lexington-South Elkhorn upon payment therefor.

3. That South Woodford shall serve the Wallace G. Wilson property as herein provided at its regularly established rates and subject to its rules and regulations.

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BY: D. J. [Signature]

4. Upon such acquisition and transfer to Lexington-South Elkhorn by South Woodford as herein provided, if any, then this contract shall terminate and be null and void.

5. That this contract is subject to the approval of the Public Service Commission of Kentucky.

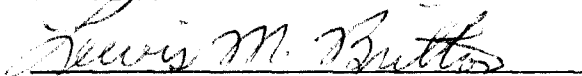
6. That this contract shall be binding upon the successors and assigns, if any, of the South Woodford and Lexington-South Elkhorn.

IN WITNESS WHEREOF the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed into counterparts, each of which shall constitute an original.


SOUTH WOODFORD COUNTY WATER DISTRICT

BY:   
CHAIRMAN

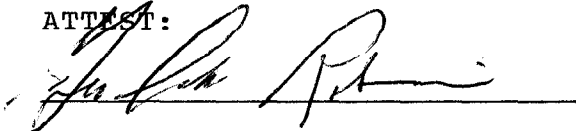
ATTEST:

  
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LEXINGTON-SOUTH ELKHORN WATER DISTRICT

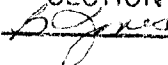
BY:   
CHAIRMAN PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

ATTEST:

  
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DEC 03 1986

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

BY:   
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This contract is approved on behalf of the Public  
Service Commission of Kentucky this the \_\_\_\_\_ day of  
\_\_\_\_\_, 1986.

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 03 1986

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

BY: *D. J. New*