

## AGREEMENT AND WAIVER

Agreement and waiver made and executed by and between the **Paducah McCracken County Joint Sewer Agency (JSA)**, and **Jackson Purchase Energy Cooperative**, hereinafter referred to as "Owner/Developer."

WHEREAS, the owner/developer has proposed to construct sanitary sewer improvements for a project in Paducah, McCracken County, Kentucky, known as **Jackson Purchase Energy Cooperative Facility – Sanitary Sewer Extension** and

WHEREAS, the owner/developer is desirous of having the development served with the sanitary sewer system of the Paducah McCracken Joint Sewer Agency to which the Paducah McCracken Joint Sewer Agency is agreeable to serving provided, however, that various commitments are obtained from the owner/developer regarding the installation and construction of the sewer lines, mains, and necessary appurtenances thereto, to which the developer is agreeable; and

WHEREAS, the parties do now desire to formalize their agreement in regard to the foregoing premises.

NOW, THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties, the parties do covenant and agree as follows:

1. The Paducah McCracken County Joint Sewer Agency is agreeable to allowing owner/developer to become a customer of its sanitary sewer system and to provide the sanitary sewer service of the development.
2. The owner/developer agrees to install and construct, in accordance with the specifications of the Paducah McCracken County Joint Sewer Agency and the Kentucky Division of Water, all sanitary sewer mains, laterals, manholes, lift stations, and necessary appurtenances thereto to facilitate the extension of sanitary sewer service to and through the development, all at the cost and expense of the owner/developer.
3. Within one year of completion of the construction and installation of the sanitary sewer facilities and necessary appurtenances thereto, and in consideration of one dollar and the further consideration of the Paducah McCracken County Joint Sewer Agency assuming all responsibility for the future maintenance, operation, and repair of the aforesaid improvements, the owner/developer shall fully relinquish, grant, sell, and convey to the Paducah McCracken County Joint Sewer Agency all right, title, and interest in the aforesaid improvements to the Paducah McCracken County Joint Sewer Agency.
4. The parties specifically agree that the consideration as stated herein shall be the sole consideration exchanged for the conveyance and transfer of the aforesaid improvements to the Paducah McCracken County Joint Sewer Agency and the owner/developer specifically waives all rights whatsoever, if any, accorded to him/her/it under the laws of the Commonwealth of Kentucky or otherwise entitling him/her/it to recoup from the Paducah McCracken County Joint Sewer Agency the cost and expense of the construction and installation of the aforesaid improvements within the development.
5. At the time of transfer, the owner/developer shall specifically warrant and covenant to the Paducah McCracken County Joint Sewer Agency that the owner/developer is the lawful owner of

the aforesaid improvements and that same are free and clear from all liabilities, liens, adverse claims, and encumbrances. The owner/developer will further covenant that he/she/it has good and lawful right to convey said improvements and will warrant and defend the right to same against the lawful claims and demands of all others.

- 6. All sanitary sewer improvements beyond (upstream) of proposed manhole M-4 shall remain privately owned and maintained.
- 7. The owner/developer shall ensure that all builders, tenants, etc. are aware of any restrictions related to receiving gravity flow service as a result of the proposed design.
- 8. This agreement represents the entire agreement and understanding by and between the parties, and all other prior agreements, promises, covenants, representations, and warranties are merged herein by reference. This agreement shall be fully binding upon the parties hereto, their heirs, successors, and assigns.

**DEVELOPER: JACKSON PURCHASE ENERGY COOPERATIVE**

Signature \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and that the same was thereupon acknowledged before me by \_\_\_\_\_ (name), \_\_\_\_\_ (title) for and on behalf of Jackson Purchase Energy Cooperative, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires: \_\_\_\_\_.

WITNESS my hand and notarial seal on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State at Large                      Notary ID# \_\_\_\_\_

SEAL

**PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY:**

Signature \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF McCRACKEN

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and that the same was thereupon acknowledged before me by \_\_\_\_\_ (name), \_\_\_\_\_ (title), an authorized agent for the Paducah-McCracken County Joint Sewer Agency, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires: \_\_\_\_\_.

WITNESS my hand and notarial seal on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State at Large

Notary ID# \_\_\_\_\_

SEAL