

General Maintenance Agreement  
for  
Street Lighting Systems  
L'Esprit Equestrian Development

This instrument is made and entered into this 1st day of December, 19 83, by and between L'Esprit Property Owner's Association, Incorporation, a Civic Association, its qualified successors and assigns, herein called Applicant and Louisville Gas and Electric Company, a Kentucky Corporation, its successors and assigns, herein called the Company.

WITNESSETH:

THAT WHEREAS, Applicant is making certain improvements within the L'Esprit Equestrian Development, and these improvements are designated as Bluegrass PY, Tobacco RD, L'Esprit PY, Yager LN, Park Shore RD and Forest View LN and,

WHEREAS, Applicant has provided certain street lighting systems at his expense to the specifications of Company under separate contract.

WHEREAS, the Company agrees to maintain these systems for the Applicant under the following conditions.

NOW THEREFORE, the Applicant and the Company agrees to the following to wit:

1. The Company will be the sole party to maintain the street lighting systems as shown on drawings furnished with the applicable construction contracts on a 24-hour basis and Applicant shall pay "actual cost" charges which shall be billed as incurred on a monthly basis. Actual cost shall include cost of labor, materials, transportation and associated costs.
2. The Company will purchase and stock the equipment and material to maintain these street lighting systems. Said equipment and material will be warehoused at a Company owned facility. The cost shall be reimbursed by the Applicant as stock is replenished.
3. Applicant shall designate in writing, authorized personnel who will be responsible to contact the Electric Trouble Department of the Company for necessary maintenance.
4. The Company hereby provides a one year warranty from date of installation of said street lighting system to include fixtures, lamps, controls, material, workmanship of installation and labor except for vandalism and acts of God. Furthermore,

JUL 26 1984

PURSUANT TO KRS 192.011,  
SECTION 92

BY: Boyer

4. (continued)

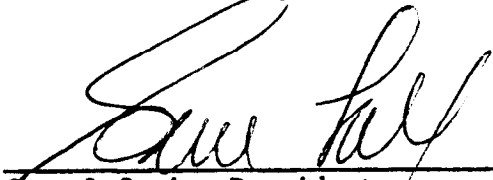
Company extends to Applicant whatever benefits it receives from supplier regarding warranty of fixtures and lamps beyond the initial one year period, except for labor charges unless such labor costs are covered by supplier warranty.

This service maintenance contract shall extend for a period of one year beginning from the date of service and from month to month thereafter until one party or the other shall give 90 days written notice of desire to terminate it.

Applicant agrees that upon termination of this contract and without a successive maintenance agreement between Company and Applicant, he shall pay Company for removal and delivery of all "street lighting equipment" covered under this Agreement. In any case, only Company authorized personnel shall be permitted to work on Company owned equipment or equipment attached thereto.

Witness the signatures of the duly authorized officers of the Company and the Applicant the day and year first written above.

L'ESPRIT PROPERTY OWNER'S ASSN. INC.

  
Gene LaCroix, President

  
LOUISVILLE GAS AND ELECTRIC COMPANY

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 26 1984

PURSUANT TO KY REV. STAT. 1976, SECTION 2  
BY: 