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

PUBLIC SERVICE COMMISSION

This instrument is made and entered into this 6th day of January, 1984, by and between L'Esprit Property Owner's Association, Incorporation, a Civic Association, its qualified successors and assigns, herein called Applicant and Shelby Rural Electric Cooperative Corporation, a Kentucky Corporation, its successors and assigns, herein called the Cooperative.

WITNESSETH:

THAT WHEREAS, Applicant is making certain improvements within the L'Esprit Equestrian Development, and these improvements are designated as L'Esprit PY and,

WHEREAS, Applicant has provided a certain street lighting system at his expense to the specifications of the Cooperative under separate contract.

WHEREAS, the Cooperative agrees to maintain this system for the Applicant under the following conditions.

NOW THEREFORE, the Applicant and the Cooperative agree to the following to wit:

- The Cooperative will be the sole party to maintain the street lighting system 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. a monthly basis. Actual cost shall include cost of labor, materials, transportation and associated costs.
- The Cooperative will purchase and stock the equipment and material to maintain this street lighting system. Said equipment and material will be warehoused at a Cooperative owned facility. The cost shall be reimbursed by the Applicant as stock is replenished.

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Applicant shall designate in writing, authorized personnel who will be responsible to contact the Construction, Operations, and Maintenance Department of the Cooperative for necessary maintenance.

from date of installation of said street lighting B Janes

4. (continued)

system to include fixtures, lamps, controls, material, workmanship of installation and labor except for vandalism and acts of God. Furthermore, Cooperative 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 Cooperative and Applicant, he shall pay Cooperative for removal and delivery of all "street lighting equipment" covered under this Agreement. In any case, only Cooperative authorized personnel shall be permitted to work on Cooperative owned equipment or equipment attached thereto.

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

L'ESPRIT PROPERTY OWNER'S ASSN. INC.

Shelby Rural Electric Coop. Corp.

Gene LaCroix, President

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