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PUBLIC SERVICE  
COMMISSION

EXTENSION DEPOSIT AGREEMENT

THIS AGREEMENT entered into this 31 day of <sup>December</sup> ~~January~~, 1990, by and between West Shelby Water District, hereinafter called the "DISTRICT", and Juanita Stivers hereinafter called the "DEPOSITOR".

WHEREAS, the DEPOSITOR desires extension of the water mains of the DISTRICT as hereinafter described; an extension from the existing termination on U.S. Highway 60 across DEPOSITOR'S property to the L & N railroad tracks.

NOW, THEREFORE, this agreement WITNESSETH:

FIRST: The DISTRICT contracts and agrees to lay the water main and other related facilities described and located as follows: Beginning at the line on U.S. 60 and extending north along Fields Lane to the Louisville and Nashville railroad, a distance of approximately 1770 linear feet.

SECOND: It is expressly understood and agreed that if DISTRICT shall be delayed or prevented from installing the water main(s) (and other related facilities, if any), hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from date hereof, DEPOSITOR shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the DISTRICT, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by DEPOSITOR shall not be invoked if DISTRICT has received the construction material and DEPOSITOR has made the deposit as hereinafter required, in which event, DISTRICT shall have the obligation to prosecute the work diligently to its completion.

THIRD: The DEPOSITOR hereby agrees to deposit with DISTRICT, upon notice from the DISTRICT that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, an amount in cash equal to the then estimated cost of said main(s), (and other related facilities, if any) in excess of the amount produced by multiplying the average estimated completed cost per foot of the said main(s) by fifty (50) and the result so multiplied by the number of bona fide prospective customers who shall have made application for street service connection and water service and who will be directly served therefrom as soon as said main(s) is installed. Upon such written notice, a supplemental memorandum shall be signed by both parties showing the then estimated cost of the extension, the estimated credit allowance determined pursuant to this Paragraph, the bona fide prospective customers and the amount of deposit received by DEPOSITOR, which supplemental memorandum shall be attached to and become a part of this agreement. If, upon completion of the installation of the main extension(s), the actual cost is less than the estimated cost, the

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SECTION 9 (1)

BY: Sharon Keller  
PUBLIC SERVICE COMMISSION MANAGER

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DISTRICT will refund to DEPOSITOR the difference between the actual and estimated cost less the amount of the adjustment necessary to conform the credit allowance to actual cost, plus interest at the rate of 6% per annum on the amount of the excess deposit for the period beginning 90 days after completion of all construction, installation and surfacing work in connection with the extension, and ending with the date of payment of refund. If the actual cost of the installation exceeds the estimated cost, DEPOSITOR will make a further deposit of the difference between the actual and estimated cost, less the amount of the adjustment necessary to conform the credit allowance to actual cost.

FOURTH: The DEPOSITOR hereby agrees to waive all claim to any refund from the DISTRICT for premises served by the main extension and branches thereof. The DEPOSITOR agrees to recover all costs of the main extension from the sale of land.

FIFTH: The ownership of the water main(s) laid hereunder shall at all times be in the DISTRICT, its successors and assigns.

SIXTH: This agreement shall be valid and binding on the DISTRICT only when executed by its President.

SEVENTH: This agreement shall be submitted to the Public Service Commission for ratification.

EIGHTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to DISTRICT at P.O. Box 26, Simpsonville, KY 40067 and to DEPOSITOR at Juanita Stivers, U.S. Highway 60 East, Shelbyville, KY 40065.

TENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the DISTRICT and the words, phrases and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed in triplicate by the parties hereto on the date first above written.

WITNESS:

Wanda H. Clark  
Notary Public  
Expires 4-12-93

DISTRICT:

By: Ray Larmee  
Ray Larmee, Chairman

WITNESS:

Juanita Stivers  
Notary Public  
Expires 12-26-92

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DEPOSITOR:

By: Juanita Stivers  
Juanita Stivers

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BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

PUBLIC SERVICE COMMISSION:

By: \_\_\_\_\_

SUPPLEMENTAL MEMORANDUM

This Supplemental Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the 31 day of DECEMBER, 1990, for the installation by the OWNER of a certain water main(s) therein described. It is therefore agreed and stipulated:

Estimated Cost of the Extension	<u>\$15,300.00</u>
Credit Allowance: No Customers in Current Construction	<u>\$ - 0 -</u>
Amount of Deposit	<u>\$15,300.00</u> =====

This Supplemental Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

Dated: 1/9/91  
(Date of Deposit)

WITNESS:

[Signature]

WITNESS:

[Signature]

WEST SHELBY WATER DISTRICT:

By

[Signature]  
Ray Larmee, Chairman

DEPOSITOR:

By

[Signature]  
Juanita Stivers, Depositor

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SECTION 9 (1)

BY:

[Signature]  
PUBLIC SERVICE COMMISSION MANAGER