

LARGE LOT  
SUBDIVISION EXTENSION APPLICATION  
FOR  
WEST SHELBY WATER DISTRICT

APPLICANT(S): Majestic Oaks Farm, Inc.  
P.O. Box 456, Simpsonville, KY 40067  
(Address) (Phone No.)

NOTE: All Applicants must sign

AREA TO BE SERVED: Majestic Oaks Phase 2

SERVICE APPLIED FOR: Distribution Line Extension 4,810 LF  
Distribution Flush Hydrant 6  
Distribution Upgrading  
Distribution Relocation  
Other (describe)

ESTIMATES: Estimated Water Line Size 8"  
Estimated Project Cost 49,942.50  
Estimated Footage 4,810 LF  
Other (describe)

EXHIBITS: Map or plat showing streets,  
lots, buildings, proposed  
service route, and easements,  
a copy of which is attached  
hereto and made a part hereof,  
and marked "Exhibit A" for  
identification  
Other (describe)

CONSTRUCTION COMMENTS: Highway crossing to be included

AGREEMENT:

1. Applicant(s) applies for a water line extension upon the terms and conditions set forth in this contract. All Applicants who are married or are otherwise living within the same dwelling unit shall normally be considered one Applicant for rebate purposes.

2. Applicant(s) agrees to obtain and provide, without cost to the District, all properly signed recordable easements required by the District for the installation and maintenance of the District's water transmission or distribution lines, existing and future. If Applicant(s) cannot obtain easements on property other than Applicant's, the District will obtain those easements at Applicant's cost, which is not included in the estimate.

3. The water facilities constructed hereunder shall at all times be owned and maintained by the District. The District shall have the right to extend the facilities without compensation to Applicant(s) or the consent of Applicant(s). The District shall have the right to make service connections thereto without the consent of Applicant(s), and subject to the District's construction rebate agreement as hereinafter provided.

4. Upon approval by the District's engineer, ~~manager~~, and board of commissioners, the manager and engineer will design and make a cost estimate of the project. Applicant(s) will, prior to construction, make a deposit to the District's escrow construction account of the entire estimated project cost (less any District and

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
MAY 17 1990  
PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)  
BY: Sharon Bue  
SECRETARY OF THE COMMISSION

Fiscal Court contribution). If the actual construction cost exceeds the estimate, Applicant(s) will promptly pay the difference. If the actual construction cost is less than the estimate, the District will refund to Applicant(s) any overpayment 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 servicing work in connection with the project and ending with the date of payment of refund.

5. Applicant(s) acknowledges that the project cost will include the District's reasonable supervision, engineering, legal and accounting charges attributable to this project

6. All projects having estimated construction costs exceeding \$10,000.00, shall be bid as required by state law. All smaller projects will be constructed by the District or the District's contractor. All contractors will sign the District's standard construction contract.

7. Applicant(s) grants District a perpetual easement over Applicant's land to survey, plan, install, construct, maintain, repair, and remove existing and future water pipelines, appurtenant facilities, and meters, the right to read those meters, and the right of ingress and egress for these purposes over Applicant's property.

8. All construction, labor and materials must be in accordance with the District's specifications. A payment and performance bond will be required.

9. The facilities will be constructed in accordance with "Exhibit A." If there is no "Exhibit A" to this contract, the extension will be constructed within the District's easements upon Applicant's property. Under no circumstances will construction begin on Applicant's property until Applicant(s) has granted District all necessary and proper recorded easements.

10. The District agrees that it will perform its obligations under this contract with reasonable diligence, and that construction will begin as soon as reasonably possible. In the event that the construction called for by this contract cannot begin within 6 months from the date of this contract, then either the District or all of the Applicant(s) may terminate this agreement by written notice to the other at which time the District will refund the deposit less any cost incurred.

11. This agreement shall be valid and binding on the District only when executed by its Chairman. Any deposit made with this application prior to such signature shall not be construed as an acceptance hereof.

12. The District shall determine the total cost of the water main extension (exclusive of the tap on fee). The total construction cost including any cost overruns shall be contributed equally by those Applicant(s) desiring service on the main extension. Each Applicant (customer) will also be required to pay the District's approved "Tap-on fee" for a meter connection to the main extension.

For a period of ten years after the project has been completed and placed in service, each additional customer directly connected to that portion of the water main constructed under this agreement (but not including any future main extensions or customer connections thereto) will be required to contribute to the cost of that extension based on a recomputation of each customer's contribution as set out above. The District must refund to those customers that have previously contributed to the cost of each main extension that amount necessary to reduce their contribution to the currently calculated amount for each customer connected to that extension, provided, however, that the total amount returned shall not exceed the original construction cost, without interest, to customers directly connected to each main extension for a ten year period after it is placed in service are to contribute equally to

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OF KENTUCKY  
EFFECTIVE  
MAR 27 1999  
PURSUANT TO KRS 101.1  
BY: \_\_\_\_\_  
SECRETARY OF THE COMMISSION

the cost of the construction of the water main extension. In addition, each customer must pay the approved tap on fee applicable at the time of their application for the meter connection, which is not refundable and may be changed during the refund period. After the ten year refund period expires, any additional customer applying for service on this project main must be connected for the amount of the approved tap on fee only, and all or any part of the construction cost not refunded within said ten year period shall become the property of the District. All refunds shall be made on an annual basis and without interest.

13. If this application is for extension of water service to a subdivision (a subdivision is presumed by the existence of a plat), the Applicant(s) agrees that no refund will be paid for any customer located within that subdivision, it being expected that the subdivider will recoup the cost of this extension in the sale of the subdivision lots. Applicant(s) further agrees that the construction contribution for each additional customer not located within said subdivision, will be computed using the number of planned customers in that subdivision. (For example, if there are 19 single-family lots in the subdivision and a new customer across the road but not in the subdivision applies for service from the water main extension, the construction contribution from that new customer will be calculated by dividing the original construction cost by 20.)

14. Notwithstanding anything in this agreement to the contrary, if the District or Shelby Fiscal Court have contributed funds to assist in this extension, each Applicant hereby assigns, first to the District and second to Shelby Fiscal Court, that Applicant's construction rebate to the extent necessary to first repay the District's construction contribution, if any, and next repay Shelby Fiscal Court's construction contribution. Each Applicant acknowledges that it is a condition of the Shelby Fiscal Court contribution that Shelby Fiscal Court be repaid prior to Applicant from any construction rebates, following repayment of the forementioned District construction contribution.

15. If any Applicant's account becomes delinquent, that Applicant agrees to pay the District's attorney fees and costs incurred in collecting that account. Any delinquent account will accrue Twelve Percent (12%) interest. Venue for any action filed on this contract shall be in Shelby County, Kentucky.

16. Any notice given hereunder shall be deemed sufficient if in writing and sent by certified mail to District at P.O. Box 26, Simpsonville, Kentucky 40067, and to each Applicant at that Applicant's most recent billing address or, if none, then that Applicant's address as shown on this application.

17. The terms of this special extension agreement, if filed with the Kentucky Public Service Commission pursuant to 807 KAR 5:001 Section 9(1), shall prevail over any of the District's rules and regulations.

18. This is a large lot subdivision extension. The District has found that it expends above average District funds to flush the waterlines in such subdivisions, if they are not immediately looped and if the houses in such a development are not at least 50% constructed. Accordingly, the Applicant(s) is allowed his/her choice between the following alternatives:

Applicant's  
Initials

a) Applicant agrees to pay the total cost of completing a loop of this waterline, the cost of which is not included in the estimate of this project.

-or-

b) Applicant agrees to pay to the District, for the lesser of 5 years or until 50% of the lots are built out and in service, a water flushing fee in accordance with the following formula:

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

BY: Shelby County

$$FC \left( \frac{\text{cost}}{\text{flush}} \right) = \left\{ \frac{\pi (d)^2}{4} \times L(\text{ft.}) \times 7.48 E^{-3} \left( \frac{1000 \text{gal.}}{\text{ft}^3} \right) \times WR \left( \frac{\text{cost}}{1000 \text{gal.}} \right) \right\} + \left\{ \frac{L(\text{ft.})}{2 \left( \frac{\text{ft.}}{\text{sec.}} \right)} \times \frac{1}{3600} \left( \frac{\text{sec.}}{\text{hr.}} \right) \times LR \left( \frac{\text{labour}}{\text{hr.}} \right) \times C \right\}$$

FC = cost for one line flush  
 d = pipe diameter in inches  
 L = pipe  
 WR = cost of water per 1000 gallons  
 LR = cost of labor per hour  
 C = travel time coefficient  
 Ranges from 1.2-2.0 depending on the distance traveled by water employees.

19. By signature hereon, Applicant(s) acknowledges that he/she has read the foregoing, received a copy thereof, agrees to be bound by same, and acknowledges that this is the entire agreement between the parties and that there are no oral agreements between the parties, except for the letter dated November 18, 1998 from Applicant to the District.

Date: 11-20-98

APPLICANT(S)

By: [Signature]  
 Rudy J. Lewis

Title: President

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

Title: \_\_\_\_\_

Additional Applicants, if any (sign on back if necessary)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: 12-9-98

WEST SHELBY WATER DISTRICT

By: [Signature]  
 Ray Larmee, Chairman

\* \* \*

FOR District USE ONLY:

Received this 11<sup>th</sup> day of Dec, 1998,  
 from Applicant(s) for Escrow Construction:  
 Completed Cost of Project  
 Balance due from (to) Applicant(s)

\$ 49,942.50  
 PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

Completed Footage of Project  
 District Contribution (if any)  
 Shelby Fiscal Court Contribution (if any)

MAR 27 1999

WEST SHELBY WATER DISTRICT  
P.O. BOX 26  
SIMPSONVILLE, KY. 40067

November 18, 1998

Majestic Oaks Equestrian Estates  
Majestic Oaks Farm, Inc.  
Rudy J. Lewis, President  
P.O. Box 456  
Simpsonville, Ky. 40067

Dear Mr. Lewis:

The Commission of the West Shelby Water District agrees to the following requirements for watermains in your development of Majestic Oaks Phase II:

Majestic Oaks Farm, Inc., intends to develop and plat the remainder of the Farm into lots which will be a minimum of five (5) acres each.

When this is developed in the future, or within four (4) years of this date, whichever comes first, Majestic Oaks Farm, Inc., will provide necessary water line easements and pay the full cost of constructing an 8" waterline loop from Majestic Oaks Way to connect with the water line coming from Overbrook Bend Sub.

Water service will be provided to the barn via an immediate watermain extension from Overbrook Bend. road to the top of the ridge near the barn, assuming an easement is also granted from that point to the water main in Majestic Oaks Way, which easement may be moved by Majestic Oaks Farm Inc. at its expense at any time prior to a water main construction therein.

Majestic Oaks Farm, Inc.

  
\_\_\_\_\_  
Rudy J. Lewis, President

# PRELIMINARY ESTIMATE

Location: Majestic Oaks Phase II

Project No: 98-20

Client Name: Rudy Lewis

Date Prepared: November 18, 1998

Client Address: P.O. Box 456  
Simpsonville, KY 40067

Client Phone:  
Client Fax:

Water Utility: West Shelby Water District  
Utility Address:

Utility Phone: 502-722-8942  
Utility Fax:

Special Problems:

Number Of Tap-ons:

ITEM NO.	SIZE	ITEM	AMOUNT	UNIT	UNIT PRICE	TOTAL PRICE
1	8-inch	PVC Pipe	4,810	L.F.	\$6.25	\$30,062.50
2		Blowoff Valve and Box	4	EACH	\$600.00	\$2,400.00
3		Fire Hydrant and Valve	6	EACH	\$1,500.00	\$9,000.00
4		Crushed Stone	50	TONS	\$15.00	\$750.00
5		Class C Concrete	2	C.Y.	\$150.00	\$300.00
6		Site Videotaping	1	EACH	\$100.00	\$100.00
7		Highway Crossing	30	L.F.	\$60.00	\$1,800.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

**TOTAL CONSTRUCTION: \$44,412.50**

DIVISION OF WATER PROCESSING FEE: \$150.00

ENGINEERING: \$4,880.00

INSPECTION:

LEGAL \$100 PER EASEMENT +2%: \$500.00

**TOTAL NON-CONSTRUCTION: \$5,530.00**

**TOTAL PROJECT: \$49,942.50**



**CERTIFICATE OF PLAN REVIEW**  
 I hereby certify that I have reviewed the road plan for Majestic Oaks Sec. 2 and found them to meet Shelby County specifications with the exception of pavement width, and that a total of \$ 117,200.74 has been posted into the Public Planning Commission to assure completion of improvements.

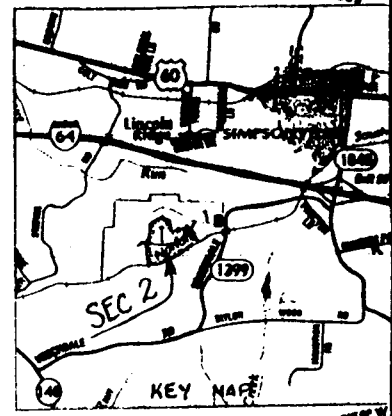
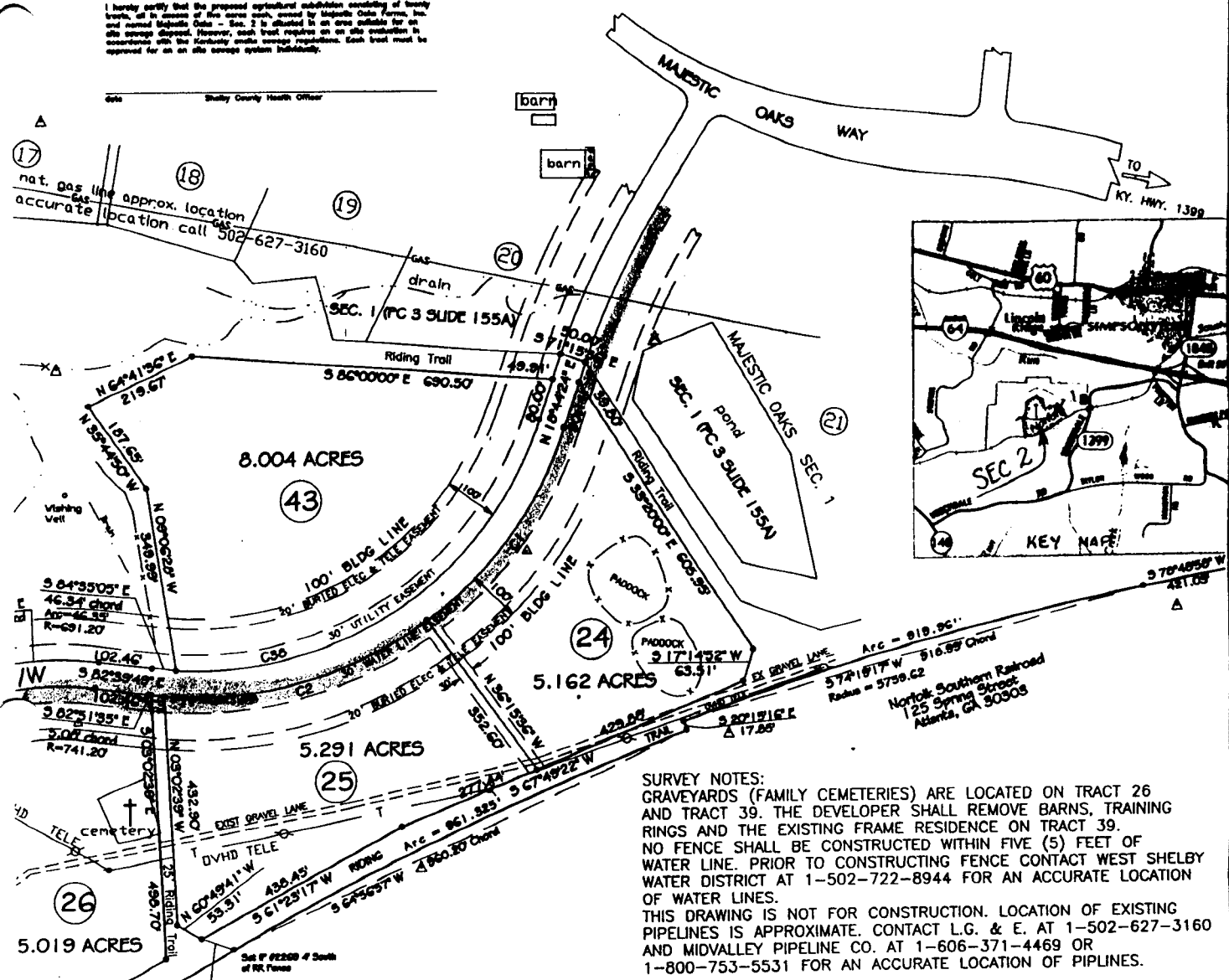
**BUYERS NOTE:** THE TRACTS OF LAND SHOWN HEREON ARE LOCATED IN AN AGRICULTURAL ZONE AND WILL BE SUBJECT TO NORMAL AGRICULTURAL ACTIVITIES ON ADJOINING FARMS WHICH INCLUDE ODORS ASSOCIATED WITH DISTRIBUTION OF FARM WASTE PRODUCTS, APPLICATIONS OF AGRICULTURAL CHEMICALS AND THE NOISE ASSOCIATED WITH NORMAL FARMING PRACTICE.

**SHIP AND DEDICATION**  
 that I am (is/are) the owner(s) of the property shown hereon and accept this plan with said fees consent. This dedication is subject to the following conditions:

Date: \_\_\_\_\_ Planner: C. Wilson, Jr. Study On: Road Engineer

**HEALTH DEPARTMENT CERTIFICATION**  
 I hereby certify that the proposed agricultural subdivision consisting of twenty tracts, all in excess of five acres each, owned by Majestic Oaks Farms, Inc. and named Majestic Oaks - Sec. 2 is situated in an area suitable for an on-site sewage disposal. However, each tract requires an on-site sanitation in accordance with the Kentucky on-site sewage regulations. Each tract must be approved for an on-site sewage system individually.

Date: \_\_\_\_\_ Shelby County Health Officer



**SURVEY NOTES:**  
 GRAVEYARDS (FAMILY CEMETERIES) ARE LOCATED ON TRACT 26 AND TRACT 39. THE DEVELOPER SHALL REMOVE BARN, TRAINING RINGS AND THE EXISTING FRAME RESIDENCE ON TRACT 39. NO FENCE SHALL BE CONSTRUCTED WITHIN FIVE (5) FEET OF WATER LINE. PRIOR TO CONSTRUCTING FENCE CONTACT WEST SHELBY WATER DISTRICT AT 1-502-722-8944 FOR AN ACCURATE LOCATION OF WATER LINES. THIS DRAWING IS NOT FOR CONSTRUCTION. LOCATION OF EXISTING PIPELINES IS APPROXIMATE. CONTACT L.G. & E. AT 1-502-627-3160 AND MIDVALLEY PIPELINE CO. AT 1-606-371-4469 OR 1-800-753-5531 FOR AN ACCURATE LOCATION OF PIPELINES.

EVIDENT OVERHEAD UTILITIES ARE LOCATED HEREON. THIS SITE IS SUBJECT TO ADDITIONAL UTILITIES AND EASEMENTS. THIS SURVEY WAS MADE USING THE RANDOM TRAVERSE METHOD. THE UNADJUSTED CLOSURE SUBSTANTIALLY MEETS MINIMUM STANDARDS FOR LAND SURVEYORS. THE BEARINGS ARE ASSUMED (TAKEN FROM RECORD PLAT SEC. 1). 1/2" REBAR WITH ID CAP STAMPED 2269 SET AT CORNERS UNLESS NOTED OTHERWISE.

THE STREETS OF MAJESTIC OAKS ARE TO BE PRIVATE AND WILL NOT BE MAINTAINED BY SHELBY COUNTY FISCAL COURT. THE DEPTH OF PAVEMENT AND STONE WILL MEET SHELBY COUNTY SPECIFICATIONS; HOWEVER, THE WIDTH OF THE DRIVING SURFACE IS LESS THAN SHELBY COUNTY SPECIFICATIONS.

**PRELIMINARY DRAFT**

SEC. 2 DATA  
 NUMBER OF TRACTS = 20  
 AREA (TRACTS & ROADWAY) = 109.08 ACRES  
 PROPERTY ZONED AGRICULTURAL

**Majestic Oaks Sec. 2**  
 Majestic Oaks Way  
 Shelby County, Kentucky  
 Nov. 10, 1996 Scale 1"=200'

PRIOR PLAT RECORDED IN PLAT 13 SLIDE 55  
 Owner/Developer \_\_\_\_\_

NUMBER	Bearing	Rad	Arc	Chord
C1	S 96°14'24" W	741.20	452.77	445.76
C2	S 74°21'49" W	741.20	535.59	522.14
C3	N 84°02'04" W	741.20	25.31	25.31
C4	S 78°09'41" W	547.96	424.15	413.64
C5	S 47°01'39" W	547.96	118.99	118.79
C6	S 48°47'52" W	465.74	125.68	125.80
C7	S 74°39'49" W	465.74	500.26	295.09
C8	S 75°46'27" W	356.97	220.46	216.97
C9	S 54°42'26" W	356.97	42.04	42.02
C10	S 64°36'23" W	434.26	201.21	199.42
C11	N 68°08'30" W	434.26	218.14	211.00
C12	N 77°01'31" W	691.20	78.08	78.00
C13	S 74°39'31" E	741.20	25.71	25.71
C14	N 70°40'03" E	304.26	366.64	352.69
C15	N 50°18'04" E	406.97	96.20	96.04
C16	N 23°47'04" E	30.00	43.34	39.67
C17	N 23°00'07" W	611.62	118.18	117.99
C18	N 30°59'03" W	611.62	218.76	217.60
C19	N 45°40'40" W	397.96	69.99	69.95
C20	N 40°26'12" W	397.96	42.19	42.16
C21	N 22°02'46" W	397.96	341.67	337.04
C22	N 05°00'16" W	397.96	55.78	55.76
C23	N 20°01'37" W	60.00	41.26	40.45
C24	N 26°43'26" E	30.00	115.99	91.68
C25	S 51°39'19" E	30.00	61.41	57.62
C26	S 11°18'26" W	30.00	46.45	46.58
C27	S 19°22'05" W	60.00	41.26	40.45
C28	S 04°34'55" E	547.96	61.29	61.21
C29	S 24°25'57" E	547.96	230.39	224.72
C30	S 42°13'49" E	547.96	42.04	42.05
C31	S 46°47'46" E	547.96	48.29	45.80
C32	S 39°49'21" E	661.62	241.15	239.82
C33	S 22°56'25" E	661.62	125.35	125.15
C34	S 30°59'05" E	30.00	43.34	39.67
C35	N 66°32'57" E	406.97	96.20	96.04
C36	N 67°15'59" E	415.74	190.91	187.10

UTILITY COMPANIES  
 easements are approved as shown,

\_\_\_\_\_  
 Bellsouth date \_\_\_\_\_  
 \_\_\_\_\_  
 Developer date \_\_\_\_\_

I lines and marked utility easements are utility companies listed above for utility communications Co. for telephone utility right to construct, maintain, operate, and/or underground cable systems. 2) The if all lots to and from said easements or remove any trees necessary to maintain t to keep said easements free of any y create a hazard to the said pole lines as a part of this reservation the owners, agree that no excavation will be attempted ed cables installed within the easements bands