

THIS AGREEMENT, made and entered into, by and between the CITY OF NICHOLASVILLE, a Municipal corporation, party of the first part; and SPEARS WATER COMPANY, INC., a Kentucky Corporation, party of the second part;

WHEREAS, party of the second part has tapped a ten inch (10") water line belonging to party of the first part located on the rear portion of the lot known as 428 Edgewood Drive, Nicholasville, Kentucky, presently owned by Emery Vitai, and

WHEREAS, the parties hereto desire to formalize their verbal understandings with respect to maintenance and billing procedures for said usage;

NOW THEREFORE, in consideration of the above premises, it is hereby agreed as follows:

1. That the maintenance of the line from the point of tap to the user, Ray Clark, shall be exclusively borne by party of the second part.
2. In the event of any damage to said line, any water usage or loss shall be borne entirely by party of the second part.
3. It is contemplated that there shall be no meter placed near or at the point of tap, therefore, any water usage or loss shall be estimated by the City of Nicholasville in accordance with normal practices of estimation.

Given under our hands in duplicate on this the 17 day of October, 1981.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1984

PURSUANT TO 807 KAR 5011,
SECTION 8(1)

BY: Judith A. [Signature]
FOR THE PUBLIC SERVICE COMMISSION

CITY OF NICHOLASVILLE,

BY: James C. Mason, MAYOR

SPEARS WATER COMPANY, INC.

BY: Elizabeth Underwood, OFFICER