

SEP 06 1995

WATER LINE EXTENSION
AGREEMENT

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

This water line extension agreement is made and entered into by Jordan C. Neal
the 14th day of August, 1995, by and between Robert L. Brown
and Glenda P. Brown (Developers) and Tri-Village Water District (Tri-
Village), all of Owen County, Kentucky.

WITNESSETH:

That whereas Tri-Village owns and operates a treated water
distribution system in Owen County, Kentucky; and

Whereas the Browns have constructed a water line along Highway
1316 to service certain real estate they are developing; and

Whereas the Brown's line runs approximately three-fourths of
a mile along said highway and was installed at a cost of
~~5~~5,300.00; and

Whereas the Browns have agreed that upon the expiration of one
year from the time said water line is put into operation, and upon
inspection or testing by Tri-Village to insure that the water line is
free of leaks and defects in its construction, Tri-Village shall assume
ownership and maintenance of same; and

Whereas the parties have reached an agreement by which the Browns
can be reimbursed for a portion of their costs in construction of the
water line; and

Whereas the parties desire to reduce their agreement regarding
said water line to writing; now

Therefore, upon the terms and conditions contained herein, the
parties hereto agree as follows:

1. That one year from the beginning of the operation of the
Brown's waterline, Tri-Village shall acquire ownership of the Brown's
water line, subject to satisfactory inspections of said line by Tri-
Village.

2. That in addition to ownership of water line, the Browns shall
convey to Tri-Village a permanent easement for the maintenance, repair,
and replacement of the water line.

3. That after the acquisition of the water line by Tri-Village;
and for a period of five years from the acquisition date or until the
total cost of the project has been repaid to the Browns and
proportional payments made to other property owners that have paid to
tap on said line (whichever comes first), Tri-Village shall collect

said tap on fee for each new service installed on line and this same fee will be deducted from the \$15,300.00 cost of the project for each service installed on the line by the Browns, these fees shall be returned to the Browns as illustrated in 'Example 3A'. This fee shall be in addition to all charges by Tri-Village to initiate water service.

3A. EXAMPLE:

The Browns, having paid the entire cost of \$15,300.00 to install said water line, owns 6 properties to be served. If property owner number 7 taps on, the cost will be \$2,185.72, refunded to the Browns. If property owner number 8 taps on, the cost will be \$1,912.50; \$1,639.29 refunded to the Browns and \$273.21 refunded to property owner number 7, and so on until the total cost has been refunded.

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4. Extensions to the end of the original line may be built provided that the people desiring the new service shall pay an amount equal to a tap on charge until original cost of said line has been refunded, provided that it does not materially affect service along the original route. The tap on amount is to be proportioned to the number of existing tap ons at that time and refunded to the Browns and other property owners that have tapped on said line (see example 3A).

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FOR THE PUBLIC SERVICE COMMISSION

5. That this agreement is entered into subject to the approval of the U.S.D.A.-Fm.H.A. and the Natural Resources Cabinet, Division of Water.

6. That this instrument contains the entire agreement of the parties and any amendment or modification to the terms herein shall be by an instrument executed by all parties.

In witness whereof, the parties have hereto affixed their signatures on the day and year first written above.

Robert L. Brown
Robert L. Brown

by: Charles F. Neal
Tri-Village Water District

Glenda P. Brown
Glenda P. Brown by:
Robert L. Brown
attorney-in-fact
POA Book 23, Page 306

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COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument of writing was subscribed and sworn to before me by Robert L. Brown and his wife, Glenda P. Brown, by and through her attorney-in-fact on this the 14TH day of AUGUST, 1995.

Taryn J. Owen
Notary Public
Kentucky State at Large

My commission expires: 6/30/99

COMMONWEALTH OF KENTUCKY

COUNTY OF OWEN

The foregoing instrument was subscribed and sworn to before me by Charles J. Noel, on behalf of Tri-Village Water District on this the 16 day of August, 1995.

Carol J. Cox
Notary Public
Kentucky State at Large

My commission expires: 9-19-97

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