

WATER USER'S AGREEMENT

BOONESBORO WATER ASSOCIATION
(A NON-PROFIT CORPORATION)
WINCHESTER, KENTUCKY

THIS AGREEMENT, between the BOONESBORO WATER ASSOCIATION, INC., a non-profit corporation (hereinafter called corporation), organized and existing under and by virtue of the laws of the State of Kentucky, and YORKTOWNE MOBILE HOME PARKS, INC., with its principal office at 2104 Carew Tower, Cincinnati, Ohio, 45202, a member of the Corporation (hereinafter called member).

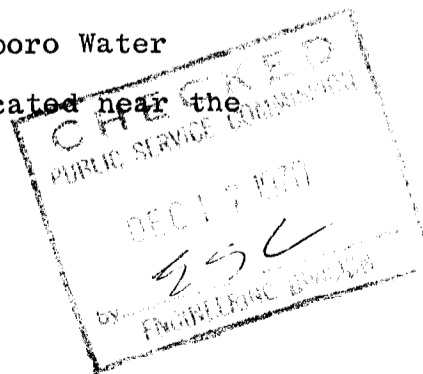
WITNESS:

WHEREAS, the member desires to purchase water for domestic, farm, mobile home park, and other purposes from the corporation, and to enter into a water user's agreement as required by the bylaws of the corporation,

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The corporation shall furnish, subject to the limitations hereinafter provided, such quantity of water for domestic, farm, mobile home park, and other purposes, as the member shall desire in connection with his occupancy of a tract of land on Rockwell Road in Clark County, Kentucky.

The member shall install and transfer to the corporation which shall maintain at its own expense, a water main which shall begin at the Boonesboro Water Association's present distribution main located near the



intersection of the Clintonville Road and Rockwell Road and extend approximately 1,940 feet West to the member's property.

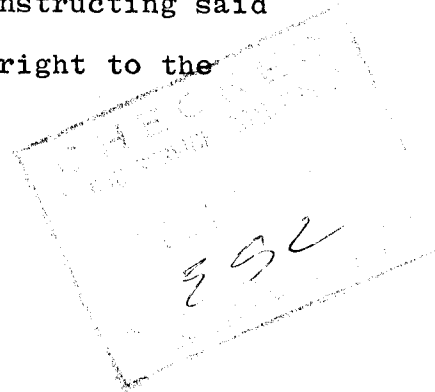
The member shall install and maintain one service connection to said main at its own expense and run service lines as it may desire upon its own property

The corporation shall purchase and install a cut-off valve and a two inch water meter at the junction of the member's service connection to the main extension of 1,940 feet. The corporation shall have the exclusive right to use such cut-off valve and water meter and turn it on and off. The member shall pay the corporation the sum of Twenty-Five Hundred Dollars (\$2500.00) as a tap-on fee subject to a credit of \$150.00 heretofore paid; said fee to include the cost of the forementioned water meter and to be paid upon execution of this agreement.

The member shall pay for such water used at the following rates:

1. A monthly minimum bill of \$48.75.
2. \$00.65 Dollars for each 1,000 gallons of water used in excess of 50,000 gallons per month covered by No. 1 above.

It is mutually agreed by the parties that the corporation retains the right to negotiate with any and all persons desiring to use the herein abovementioned main extension. However the corporation shall pay to the member, the sum of \$50.00 for each connection to said main extension until member has recovered the cost of constructing said 1,940 foot main extension. The member's right to the



aforestated reimbursement in no way effects the corporation's right to, or charge for, tap-on fees to prospective members.

The corporation shall have final jurisdiction to determine the allocation of water to members in the event of a water shortage; may shut off the water to a member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user except as provided in the paragraph next above.

The failure of a member to pay water charges duly imposed, shall result in the automatic imposition of the following penalties:

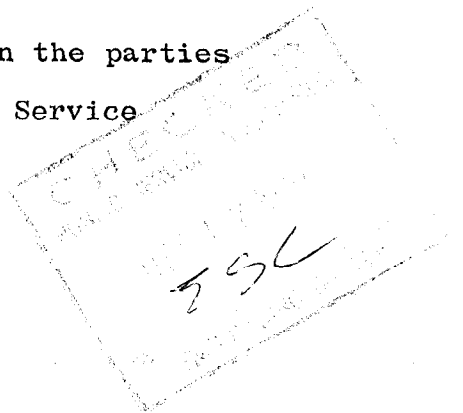
A. Non-payment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account.

B. Non-payment within thirty days from the due date will result in the water being shut off from the member's property.

C. Non-payment for sixty days after original due date will allow the corporation, in addition to all other rights and remedies to purchase the member's Membership Certificate and terminate his membership and, in such event the member shall not be entitled to receive, nor the corporation obliged to supply, any water under this agreement.

D. In the event it becomes necessary for the corporation to shut off the water from a member's property, a fee of \$25.00 will be charged for a reconnection of the service.

This agreement shall be binding upon the parties when duly executed and approved by the Public Service



Commission of the Commonwealth of Kentucky.

IN WITNESS WHEREOF we have hereunto executed
this agreement this 5th day of November, 1970.

BOONESBORO WATER ASSOCIATION, INC.

By *W. F. Pursley*
W. F. PURSLEY, PRESIDENT

ATTEST:

Lewis V. Palmer
LEWIS PALMER, SECRETARY

YORKTOWNE MOBILE HOME PARKS, INC.

By *Walter B. King, Jr.*

ATTEST:

Ann W. Hume of Sea

RECEIVED
NOV 10 1970
e.d.