Contract For Street Lighting System Installation L'Esprit Equestrian Development, Phase I

This agreement is made and entered into as of <u>Movember</u> <u>Ser78</u>. between Louisville Gas and Electric Company (herein called "Company") and Kentucky Park, Incorporated (herein called "Applicant").

Company proposes to construct overhead facilities to provide 19-150 Watt High Pressure Sodium (HPS) pole mounted bronze luminaires and certain bronze laminated hardware along Tobacco RD in general on every second pole and 35-150 Watt HPS pole mounted bronze luminaires and certain bronze laminated hardware along Bluegrass PY in general on every second pole. "As built" Company drawings indicating location of individual lighting equipment will be provided as soon as possible after construction is completed. The total estimated cost to provide this street lighting system is \$41,175. Applicant has already advanced \$25,560. with the signing of the contract for Electric Feed Lines along Tobacco RD and Bluegrass PY dated August 31, 1983. Applicant agrees to pay the balance or \$15,615. prior to the commencement of Company's installation of the street lighting fixtures, and associated hardware.

The estimated cost shall be adjusted to an actual cost basis, as determined by Company upon completion of the work and the difference between the estimated cost and the actual cost will be billed or refunded accordingly. A property accounting inventory of all charges for material, transportation, labor and associated costs shall be provided in a manner like that which Company provides governmental bodies when it performs work for them.

If the above is acceptable to you, please sign the original and three copies of the contract and return them with your check in the amount of \$15,615.

It is understood that all work is subject to delays due to shortage of labor and material or to other causes beyond the control of the Company.

Applicant further understands that the commencement of Company's work is contingent upon its obtaining all necessary easements, rights-of-way and any other permits.

The above Agreement has been prepared by Company as of September 29, 1983, on the basis of construction costs and Applicant's schedule currently prevailing. Unless this contract is executed and returned to the office of the Company within thirty days, these terms and schedules shall be subject to change.

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TESTIMONY WHEREOF, WITNESS OUR HANDS this lovember 1983/ APPLICAN

LOUISVILLE GAS AND ELECTRIC COMPANY

PUBLIC SERVICE COMMISSIUM OF KENTUCKY EFFECTIVE

day of

JUL 2 6 **1984**

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Gene LaCroix, President

Kentucky Park, Inc.

<u>1983</u> DEPARTMENT d

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