

AGREEMENT

THIS AGREEMENT made this the 19 day of April, 1988, by and between MURRAY #3 WATER DISTRICT, hereinafter called the "Utility," and BETHEL RICHARDSON, TOMMY MILLER, LENA JONES, UDELL ERWIN and FRANK ELLIS, hereinafter called the "Subdividers."

WHEREAS, the Subdividers, in order to provide water to the real estate owned and improved by the Subdividers, have laid and paid for an extension of the water line running from the existing water distribution system of the Utility on Kentucky Highway #94 in a southerly direction along and in the proximity of the Oaks Country Club Road to a point at the north property line of Tommy Miller and into Misty Meadows Subdivision.

NOW, THEREFORE, this agreement is made between the Utility and the Subdividers as follows:

1. Extension of Line.

(a) The Subdividers agree to and have as of this date at their sole expenses extended a six-inch water line from the existing line of the utility at Kentucky Highway #94 in a southerly direction along and in the proximity of the Oaks Country Club Road to a point ending at the north property line of Tommy Miller and into Misty Meadows Subdivision, as shown by plat of Murray No. 3 Water District, Oaks Road Extension,

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PURSUANT TO KRS 207.5011,  
SECTION 9(1)

BY: Frank Ellis  
PUBLIC SERVICE COMMISSION MANAGER

prepared by Art Travis, Engineer, dated September 19, 1987, and by Plan-Details and Specifications, Water Line Extension, Misty Meadows Subdivision, prepared by Ted Billington, Engineer, dated the 8th day of October, 1987, attached hereto as Appendix I and II.

(b) For the extension of the line, the Subdividers have been and shall be in the future responsible for obtaining approval from the Public Service Commission, the Department for Environmental Protection and all other governmental agencies which are necessary for the use of said lines by the Utility and by the general public.

(c) Before the water is furnished to users, the Utility shall be responsible for the testing of the water for fitness as required by governmental regulations.

(d) The Utility shall not be responsible for any of the expense incidental to said extension of line, whether or not specifically set forth herein.

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SECTION 9 (1)

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2. Ownership of Lines.

(a) Upon the execution of this agreement of the parties hereto, the Subdividers do dedicate all ownership of said lines, service connections and the attachments incidental to the furnishing of water to users to the Utility, and, after all approvals necessary for furnishing water are obtained, the Utility will accept the responsibility for maintaining and repairing said lines and equipment in accordance with the Utility's customary practices and procedures.

3. Easements.

(a) The Subdividers agree and do hereby give, grant and dedicate unto the Utility an easement where said water line is or shall be laid over and upon the land owned by the Subdividers or the land to be subdivided by them and conveyed to others, and said utility easement shall be set forth on subdivision plats and be recorded in the Office of the Clerk of Calloway County.

(b) The Subdividers shall obtain a certification by their engineer that said lines are laid with the area designated therefor on the plats of subdivision, and said certification shall be delivered to the Utility.

(c) The Utility shall have the right to use said utility easement for the purpose of maintaining, servicing, repairing or other purposes incidental and necessary to the furnishing of water to users of the line, and the Utility will in going upon said land exercise reasonable care under the circumstances for the land upon which the Utility traverses. The Utility will be responsible for the repairing and restoring land where the easements exist only to the condition in which it was when the Utility entered thereon taking into consideration the use of the easement which was reasonably necessary by the Utility.

(d) The Utility shall have the sole discretion as to when and upon what circumstances it shall enter upon said

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PURSUANT TO KY. STAT. SEC.  
SECTION 9(1)  
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land for the purpose of repairing, maintaining or servicing said line, and in the event the Utility determines that an excessive amount of damage might be caused to the land over which the easement passes by entry thereon, it shall be the responsibility of the owner of the land to repair damage in excess of that which would have occurred under normal circumstances.

4. Fee.

(a) The Subdividers agree that each user of water from the line shall pay the sum of \$600.00 to the Utility and, said sum will in turn be delivered to the Subdividers to be divided among them in accordance with their separate agreement. The Subdividers shall notify the Utility at such time as a tap-on is desired, and the Utility shall in turn select the contractor and notify him to do the necessary work. The Subdividers shall be responsible for the payment of the contractor selected by the Utility to make the tap-on, extend the service line, and set the meter yoke, box and meter, and all other expenses incidental to the providing of water to the user. The Utility assumes no responsibility for the shares of the money received by the subdividers.

(b) The Utility will in its normal manner make the customary charge to the users of the water.

(c) Except for major extensions as set forth in paragraph 5, any person or entity who connects to the water

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JULY 1, 1988  
PURSUANT TO KRS 191.011,  
SECTION 9(1)  
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PUBLIC SERVICE COMMISSION MANAGER

line which is the subject matter of this agreement other than those who derive title to their land from the Subdividers shall also pay the \$600.00 tap-on fee to the Utility to be delivered to the Subdividers and divided among them in accordance with their separate agreement.

5. Major Extensions.

(a) No extension other than those set forth in paragraph 1(a) shall be made to the six-inch water line which is the subject matter of this agreement without the approval of the Utility and the other regulatory authorities. The Subdividers shall have no control over whether or not any said major extensions shall be made to the line. Expressly excluded from this agreement is the right of any other person or entity to connect onto said lines for the purpose of subdividing or developing land for multiple owners.

(b) All users of water from the line which is the subject matter of this agreement shall be subject to any and all rules and regulations of the Utility.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, devisees, legatees, and assigns of the parties hereto.

The spouses of the Subdividers join herein in relinquishing the rights to dower or curtesy or other right or title to the property herein referred to.

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JUN 9 9 1988

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

BY: *Steve Miller*  
PUBLIC SERVICE COMMISSION MANAGER

IN WITNESS WHEREOF, we have hereunto affixed our signatures the day first above written.

MURRAY #3 WATER DISTRICT

By Glen Windsor  
Glen Windsor, Chairman

Bethel Richardson  
Bethel Richardson

Sina Richardson  
Sina Richardson

Tommy Miller  
Tommy Miller

Rosemary Miller  
Rosemary Miller

Lena Jones  
Lena Jones, single

Udell Erwin  
Udell Erwin

PUBLIC SERVICE COMMISSION  
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JUN 20 1988

PURSUANT TO 807 KAR 5:019,  
SECTION 9 (1)

BY: Hazel Ellis  
PUBLIC SERVICE COMMISSION MANAGER

Dorothy Erwin  
Dorothy Erwin

Frank Ellis  
Frank Ellis

Hazel Ellis  
Hazel Ellis

STATE OF KENTUCKY  
COUNTY OF CALLOWAY

I, Freida Coe, a Notary Public of the  
County and State aforesaid, do hereby certify that the  
foregoing Agreement was duly acknowledged before me in said  
County by Glen Windsor, Chairman of Murray #3 Water District  
party thereto, to be the act and deed of said district by him  
as its Chairman thereunto duly authorized.

Given under my hand this 19 day of April,  
1988.

Freida Coe  
NOTARY PUBLIC, State-at-Large, KY  
My commission expires 7-19-90

STATE OF KENTUCKY  
COUNTY OF CALLOWAY

I, Patsy A. James, a Notary Public for the  
State and County aforesaid, do hereby certify that the  
foregoing Agreement was duly acknowledged before me in said  
County by Bethel Richardson and Sina Richardson to be their act  
and deed.

Given under my hand this 26<sup>th</sup> day of March,  
1988.  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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JUN 20 1988

PURSUANT TO KRS 100.010  
SECTION 9.01

BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

Patsy A. James  
NOTARY PUBLIC, State-at-Large, KY  
My commission expires 8-22-91

STATE OF KENTUCKY  
COUNTY OF CALLOWAY

I, Debby Kimbro, a Notary Public for the State and County aforesaid, do hereby certify that the foregoing Agreement was duly acknowledged before me in said County by Tommy Miller and Rosemry Miller to be their act and deed.

Given under my hand this 28<sup>th</sup> day of March, 1988.

Debby Kimbro  
NOTARY PUBLIC, State-at-Large, KY  
My commission expires 9-20-88

STATE OF KENTUCKY  
COUNTY OF CALLOWAY

I, Debby Kimbro, a Notary Public for the State and County aforesaid, do hereby certify that the foregoing Agreement was duly acknowledged before me in said County by Lena Jones, single, to be her act and deed.

Given under my hand this 28<sup>th</sup> day of March, 1988.

Debby Kimbro  
NOTARY PUBLIC, State-at-Large, KY  
My commission expires 9-20-88

JUN 20 1988

PURSUANT TO KRS 102.011,  
SECTION 9(1).

BY: James Miller  
PUBLIC SERVICE COMMISSION MANAGER

STATE OF KENTUCKY  
COUNTY OF CALLOWAY

I, Debbi Kimbrell, a Notary Public for the State and County aforesaid, do hereby certify that the foregoing Agreement was duly acknowledged before me in said County by Udell Erwin and Dorothy Erwin to be their act and deed.

Given under my hand this 28<sup>th</sup> day of March, 1988.

Debbi Kimbrell  
NOTARY PUBLIC, State-at-Large, KY  
My commission expires 9-20-88

STATE OF VIRGINIA  
COUNTY OF Herndon

I, Alison L Meadows, a Notary Public for the State and County aforesaid, do hereby certify that the foregoing Agreement was duly acknowledged before me in said County by Frank Ellis and Hazel Ellis to be their act and deed.

Given under my hand this 4<sup>th</sup> day of April, 1988.

Alison L Meadows  
NOTARY PUBLIC, State-at-Large, ~~KY~~ VA  
My commission expires 9/17/90

THIS INSTRUMENT PREPARED BY

J. A. Gregory, Jr.  
John A. Gregory, Jr.  
Attorney at Law  
204 South Sixth Street  
Murray, Kentucky 42071

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JUN 20 1988

PURSUANT TO 607 KAR 011,  
SECTION 9 (1)  
BY: James H. Hester  
PUBLIC SERVICE COMMISSION MANAGER