

AGREEMENT AND WAIVER

Agreement and Waiver made and executed by and between **Paducah Water** and _____, hereinafter referred to as “**Developer.**”

WHEREAS, the Developer has established a development located in _____ County, Kentucky, referred to as _____;
and

WHEREAS, the Developer is desirous of having the development served with the water system of Paducah Water to which Paducah Water is agreeable to serving provided, however, that various commitments are obtained from the Developer regarding the installation and construction of the water lines, mains, and necessary appurtenances thereto, to which the Developer is agreeable; and

WHEREAS, the parties do now desire to formalize their agreement in regard to the foregoing premises.

NOW, THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties, the parties do covenant and agree as follows:

1. Paducah Water is agreeable to allowing Developer to become a customer of its water distribution system and to provide the water demands of the development.

2. The Developer agrees to install and construct, all water lines, mains, and necessary appurtenances thereto to facilitate the extension of water services to and through the development, all at the cost and expense of the Developer.

3. Prior to beginning construction of any portion of the proposed main and appurtenances, the Developer shall submit a deposit to Paducah Water in the form of either cash, cashier’s check or evergreen (a.k.a. automatic extension) irrevocable letter of credit. The amount of the deposit shall be based on \$5 per linear foot of proposed water main to be installed by the Developer with a minimum deposit of \$5,000, whichever is greater. No other forms of deposit will be accepted.

4. The aforementioned development will result in the construction of _____ linear feet of water main. Therefore, the computed deposit amount is _____ dollars (\$_____)

5. A one year warranty period shall be established upon the date that the water main is fully connected to Paducah Water’s existing distribution system. During this warranty period, the Developer agrees to promptly repair any and all leaks, defects or perform other work required to maintain this water main and appurtenances associated with the project in

good and reliable working order. Paducah Water reserves the right to extend this warranty period as deemed necessary and seek reimbursement for costs incurred by Paducah Water resulting from the Developer's inaction and/or inability to perform requested and necessary repair of the water main and appurtenances.

6. Paducah Water shall retain the deposit until all items noted below have been fulfilled to the satisfaction of Paducah Water:

- Submittal of as-built drawings and construction cost estimate by the Engineer.
- Dedication/acquisition of all required easements.
- Completion of all final inspection items.
- Completion of the warranty period and final acceptance by PW.
- Reimbursement of all costs incurred by Paducah Water resulting from work performed by Paducah Water due to inaction by the Developer, if applicable.

7. Upon release of the deposit by Paducah Water, the Developer shall fully relinquish, grant, sell and convey to Paducah Water all right, title and interest in the aforesaid improvements to Paducah Water in consideration of one dollar (\$1.00).

8. The parties specifically agree that the consideration as stated herein shall be the sole consideration exchanged for the conveyance and transfer of the aforesaid improvements to Paducah Water and the Developer specifically waives all rights whatsoever, if any, accorded to him/her/it under the laws of the Commonwealth of Kentucky or otherwise entitling him/her/it to recoup from Paducah Water the cost and expense of the construction and installation of the aforesaid improvements within the development.

9. At the time of transfer, the Developer shall specifically warrant and covenant to Paducah Water that the Developer is the lawful owner of the aforesaid improvements and that same are free and clear from all liabilities, liens, adverse claims, and encumbrances. The Developer will further covenant that he/she/it has good and lawful right to convey said improvements and will warrant and defend the right to same against the lawful claims and demands of all others.

10. This agreement represents the entire agreement and understanding by and between the parties, and all other prior agreements, promises, covenants, representations, and warranties are merged herein by reference. This agreement shall be fully binding upon the parties hereto, their heirs, successors, and assigns.

PADUCAH WATER:

By _____

Title _____

DEVELOPER:

By _____

Title _____

Address _____

City/State/Zip _____

STATE OF KENTUCKY

COUNTY OF McCracken

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, General Manager, of Paducah Water.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Developer, on behalf of the corporation.

My commission expires _____.

Notary Public, State at Large