

LATERAL EXTENSION OF BOUNDARIES AGREEMENT (Owner and Developer are the same)

THIS LATERAL EXTENSION OF BOUNDARIES AGREEMENT ("Agreement"), made and entered into this 22ND day of November, 2021, at Louisville, Kentucky, by and between Jefferson County School District Finance Corporation, a Kentucky non-profit corporation (hereinafter "OWNER" or "DEVELOPER") (whether one or more persons or corporations), and the Louisville and Jefferson County Metropolitan Sewer District, a public body corporate and political subdivision (hereinafter "MSD").

WITNESSETH:

WHEREAS, OWNER desires to obtain wastewater service from MSD for certain tracts of land (referenced in Section 2 below) in Jefferson County, Kentucky, which when served would enlarge and extend the corporate boundaries of MSD; and

WHEREAS, DEVELOPER agrees to construct all sanitary sewers, force mains, lift stations, wastewater treatment plants or other required infrastructure on said property (hereinafter referred to as "Facilities") necessary to provide wastewater service to said property in strict compliance with MSD Standard Drawings, MSD Design Manual and MSD Standard Specifications; and

WHEREAS, MSD will agree to furnish wastewater service from its existing sewer system to the said property upon the transfer of ownership by DEVELOPER to MSD of all such necessary Facilities located in public rights of way and dedicated easements;

WHEREAS, pursuant to Section 76.170(1) of Chapter 76 of the Kentucky Revised Statutes, the parties hereto wish to reduce said agreement to a form appropriate for recording and to file the same of record with the County Clerk,

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

1. OWNER hereby states that it is in fact the owner of record for the herein described property.
2. The corporate boundaries of MSD are hereby officially enlarged and extended to include the following described property being that property acquired by Jefferson County School District Finance Corporation recorded in:

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in the office of the Clerk of the County of Jefferson County, Kentucky.

3. ALL RIGHT, TITLE AND INTEREST in and to the sewers and property service connections located in public rights of way and dedicated easements shall vest in MSD upon its formal acceptance of said sewers and connections; and said sewers and connections shall be and remain

wholly in the possession, under the control, jurisdiction and supervision of MSD; and the property served thereby shall be subject to payment for use of the facilities of MSD at such rates, rentals and charges as have been or may be established, altered or amended from time to time and as are applicable to sewer users in general or like users of a class, in accordance with the law and its policies.

4. OWNER shall comply and abide by such rules and regulations for the use of sewers as are adopted by MSD from time to time and applicable to sewer users in general or like users of a class; and MSD may terminate sewer or water service under this agreement should OWNER fail or refuse, after reasonable notice, to comply and abide by said rules and regulations.
5. OWNER agrees that, due to the design of the sewers for only sanitary use, no storm water drains, roof downspouts or ground water will be introduced into the sanitary sewers and connections serving said property, and the connections on OWNER'S property shall be made with water-tight joints, in accordance with local and state plumbing code requirements.
6. OWNER shall make application to MSD should OWNER desire to extend sewers and/or install additional property service connections to provide sewer service beyond that portion of OWNER'S property for which sewer service is now to be provided and for which applicable fees and charges have been paid by OWNER under the terms and provisions of the aforementioned contract.
7. DEVELOPER shall construct, at its sole cost and expense, all Facilities necessary to provide wastewater service to the said property as shown on and required by the Construction Plans and Contract Documents approved by MSD on September 29, 2021 (Record No. 16803).
8. DEVELOPER shall construct said Facilities in strict compliance with MSD Standard Drawings, MSD Design Manual and MSD Standard Specifications and in accordance with the approved Construction Plans and Contract Documents. DEVELOPER acknowledges that it has reviewed MSD Special Provisions and will comply with all Special Provisions that MSD may determine to be applicable to construction of the Facilities. In addition to any other warranty obligations set forth herein, the DEVELOPER shall be specifically obligated to correct any and all defective or non conforming work for a period of 24 months following conveyance of the Facilities located in public rights of way and dedicated easements to MSD.
9. DEVELOPER shall, prior to commencement of construction of said Facilities, furnish to MSD separate Performance and Maintenance Bonds. The Performance Bond shall set forth a penal sum equal to the amount of the construction costs of the Facilities. The Maintenance Bond shall set forth a penal sum sufficient to restore paved surfaces or repair damage to the Facilities caused by the settlement of backfill. The Performance and Maintenance Bonds furnished by DEVELOPER shall be in a form acceptable to MSD and shall be executed by a surety, or sureties, certified by the Secretary of the United States Department of the Treasury and included in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).
10. DEVELOPER shall provide such inspection services as may be required to ensure that the construction of the Facilities conforms to the requirements of this Agreement. DEVELOPER shall permit MSD and its agents access to the Facilities construction site during all phases of construction to observe the work being performed without formality or notice. DEVELOPER shall furnish MSD all field and construction inspection reports, survey information, approved shop drawing and other submittals during construction of the Facilities.

11. DEVELOPER shall prepare and submit to MSD detailed and comprehensive final Record Drawings accurately depicting all as-built construction. Said final Record Drawings shall be submitted to MSD upon final completion of the Facilities and receipt of same by MSD shall be a condition precedent to transfer of the Facilities located in public rights of way and dedicated easements to MSD.
12. DEVELOPER has retained the services of Mindell Scott as Engineer of Record in connection with the design and construction of the Facilities. Any change in the DEVELOPER's Engineer of Record shall be immediately reported to MSD.
13. DEVELOPER shall commence construction of Facilities within one (1) year from the date of this Agreement. If construction is not commenced within one year from the date hereof, this Agreement shall be deemed null and void. DEVELOPER shall provide all Bonds required by this Agreement to MSD not less than two (2) weeks prior to the commencement of construction of the Facilities and shall notify MSD in writing of the date of commencement not less than two weeks prior thereto.
14. DEVELOPER shall not assign, transfer or convey its obligations under or interest in this Agreement without the prior written consent of MSD. Nothing herein shall be construed or interpreted as creating any personal liability on the part of any officer, director, employee or agent of MSD nor shall it be construed or interpreted as giving any rights or benefits to anyone other than the parties hereto.
15. Upon final completion of the Facilities, and before transfer to MSD, DEVELOPER shall provide MSD with a "Sworn Statement of Final Payment" certifying that all of DEVELOPER's obligations to contractors, subcontractors, laborers, equipment, or material suppliers have been paid or otherwise satisfied.
16. Upon final completion of the Facilities and certification of final payment as set out above, DEVELOPER shall convey all right, title and interest in the Facilities located in public rights of way and dedicated easements to MSD by Bill of Sale or such other documents as may be deemed necessary by MSD. Neither acceptance of such Facilities by MSD nor utilization of such Facilities by MSD nor release of the Performance or Maintenance Bonds required by this Agreement shall be construed or interpreted in any manner as acceptance of any work not in strict compliance with the terms of this Agreement. Neither release of the Performance Bond required herein nor any warranty, guarantee or other provision of this Agreement shall be construed or interpreted in any manner so as to limit, minimize, alter, waive, rescind, reduce, terminate or modify the statutory time limit within which MSD may bring any cause of action for any breach of this Agreement or the obligations required of the DEVELOPER hereunder.
17. DEVELOPER shall pay to MSD all applicable MSD Capacity Charges or other fees as appropriate and applicable in accordance with MSD's Rates, Rentals and Charges Policy in effect as of date of this Agreement, and as may be amended by MSD from time to time thereafter. If the property or Facilities, or any portion thereof, lie within an area affected by an MSD RECAPTURE AGREEMENT, DEVELOPER shall pay all required Recapture Fees. In the event that the amount of Recapture Fees has not been determined prior to commencement of construction of the Facilities, the DEVELOPER shall proceed at its own risk.
18. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The venue of any action or proceeding initiated with respect to this

Agreement shall be Jefferson County, Commonwealth of Kentucky, and shall be tried by the court sitting without a jury.

19. If any section, clause or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion or provision of this Agreement.
20. This Agreement supersedes any previous agreements, oral or written, between MSD and OWNER and DEVELOPER pertaining to the subject matter of this Agreement and represents the entire Agreement between the parties regarding the Facilities constructed under this Agreement together with any applicable easements. No other agreements or representations, oral or written, have been made by MSD. This Agreement may not be altered, modified or amended except in writing properly executed by an authorized representative of MSD and DEVELOPER.
21. If a pump station is to be built as part of the Facilities required by this Agreement, DEVELOPER shall reimburse MSD for the installation of radio telemetry equipment. The telemetry equipment cost is N/A Dollars and N/A Cents (\$N/A). The cost reimbursement is due and payable before commencement of construction.

IN TESTIMONY WHEREOF, witness the signatures of the OWNER, DEVELOPER and MSD, by duly authorized officers, on the day, month and year first above written.

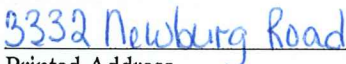
OWNER/DEVELOPER



Signature



Printed Name



Printed Address



Printed City, State, Zip Code

**LOUISVILLE & JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT**

Signature

Printed Name

THIS INSTRUMENT REVIEWED BY:

Attorney at Law

MSD

700 West Liberty Street

Louisville, KY 40203-1911

OWNER/DEVELOPER

COMMONWEALTH OF Kentucky
COUNTY OF Jefferson

I, the undersigned Notary Public in and for the Commonwealth and County of aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Martin Pollio, who, being by me first duly sworn, declared that Superintendent signed the foregoing instrument as Jefferson County Public Schools of JCBOE by authority and direction of its (Board of Directors/Members/Partners), as a true and proper act and deed.

Witness my hand and seal of office this 22 day of November, 2021.

My Commission Expires: July 5, 2023

(Seal)

Theresa White
NOTARY PUBLIC

NOTARY ID NO.: 626461

MSD

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument of writing from the aforementioned MSD was this day produced to be in my county and acknowledged before me by _____, as its duly authorized officer, to be MSD's act and deed for all intents and purposes therein mentioned.

Witness my hand and seal of office this _____ day of _____, 20____.

My Commission Expires: _____

(Seal)

NOTARY PUBLIC

NOTARY ID NO.: _____