

AGREEMENT AND WAIVER

Agreement and waiver made and executed by and between the **Paducah McCracken Joint Sewer Agency** and _____, hereinafter referred to as "Developer."

WHEREAS, the developer has developed a subdivision located in McCracken County, Kentucky, known as _____ and

WHEREAS, the developer is desirous of having the development served with the sanitary sewer system of the Paducah McCracken Joint Sewer Agency to which the Paducah McCracken Joint Sewer Agency is agreeable to serving provided, however, that various commitments are obtained from the developer regarding the installation and construction of the sewer 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. The Paducah McCracken Joint Sewer Agency is agreeable to allowing developer to become a customer of its sanitary sewer system and to provide the sanitary sewer service of the development.
2. The developer agrees to install and construct, in accordance with the specifications of the Paducah McCracken Joint Sewer Agency and the Kentucky Division of Water, all sanitary sewer mains, laterals, manholes, lift stations, and necessary appurtenances thereto to facilitate the extension of sanitary sewer service to and through the subdivision, all at the cost and expense of the developer.
3. Within one year of completion of the construction and installation of the sanitary sewer facilities and necessary appurtenances thereto, and in consideration of one dollar and the further consideration of the Paducah McCracken Joint Sewer Agency assuming all responsibility for the future maintenance, operation, and repair of the aforesaid improvements, the developer shall fully relinquish, grant, sell, and convey to the Paducah McCracken Joint Sewer Agency all right, title, and interest in the aforesaid improvements to the Paducah McCracken Joint Sewer Agency.
4. 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 the Paducah McCracken Joint Sewer Agency 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 the Paducah McCracken Joint Sewer Agency the cost and expense of the construction and installation of the aforesaid improvements within the development.

5. At the time of transfer, the developer shall specifically warrant and covenant to the Paducah McCracken Joint Sewer Agency 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.

6. 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 MCCRACKEN JOINT SEWER AGENCY:

By _____

Title _____

DEVELOPER:

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, _____, of the Paducah McCracken Joint Sewer Agency.

My commission expires _____.

Notary Public, State at Large

SEAL

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, developer, on behalf of the corporation.

My commission expires _____.

Notary Public, State at Large

SEAL