

**RWD NO. 4, DOUGLAS COUNTY, KANSAS**

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**9D WATER MAIN EXTENSION AGREEMENT**

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, hereinafter called APPLICANT, and RWD NO. 4, DOUGLAS COUNTY, KANSAS, hereinafter called the DISTRICT, WITNESSETH:

WHEREAS, the APPLICANT has applied to the DISTRICT for the extension of a water main and the necessary engineering.

NOW, THEREFORE, in consideration of the premises, and provisions and conditions herein contained, the parties hereto promise and agree as follows:

1. The APPLICANT has applied to the DISTRICT for installation of a water main extension consisting of \_\_\_\_\_, described as follows:
  
2. The estimated cost of the above-described water main extension, including overhead, is \_\_\_\_\_ (\$\_\_\_\_\_), which includes, but not exclusively, the costs of easements, construction materials, equipment, supervision, construction observation, engineering, surveying, insurance, bonds, permits, accounting and all other overhead expense.
  
3. The above-described water main extension will serve the following described properties:
  
  
  
  
  
  
  
  
  
  
4. The APPLICANT agrees to deposit the sum of \_\_\_\_\_ (\$\_\_\_\_\_), toward the cost of the water main extension, \$\_\_\_\_\_ to be paid upon execution of this AGREEMENT, the receipt of which is hereby acknowledged by the DISTRICT, and the remaining \_\_\_\_\_ (\$\_\_\_\_\_), to be paid upon acceptance of design and prior to bid invitations. The APPLICANT's contributions shall be retained by the DISTRICT without interest, but subject to reimbursement as hereinafter provided.
  
5. The APPLICANT fully understands that he/she will be responsible for the cost of installing water distribution system lines and service lines to serve any development as it may occur

within its property and that it will be bound by the DISTRICT standard policies regarding such installations.

6. The APPLICANT agrees to grant to the DISTRICT easements needed for installation and future maintenance of the water main described above. The location and width of said easements shall be subject to mutual agreement between the APPLICANT and the DISTRICT.
7. The DISTRICT shall proceed with due diligence to complete said water main extension, except as follows:
  - a. If it is determined by the DISTRICT that insufficient funds were deposited for the project costs, the APPLICANT shall obtain the additional funds for the line extension and deposit those with the DISTRICT.
  - b. If, before the award of the construction contract is made, the DISTRICT or the APPLICANT elects to abandon the above-described water main extension and so notifies the other party by certified letter not later than 72 hours after construction contract bid opening, this AGREEMENT shall be null and void and the DISTRICT shall forthwith repay to the APPLICANT the difference between deposited funds and the amount of money expended by the DISTRICT for engineering, printing, and all other costs involved with this project. If applicable, said repayment shall be pro-rated, based on the amount of funds deposited by the APPLICANT, plus funds deposited by other parties who are included in this project.
  - c. If, after completion and determination of the entire actual cost, it is less than the expected cost, the DISTRICT shall forthwith repay to the APPLICANT the difference between said actual project cost of said extension and the total of deposited funds.
  - d. If, after completion and determination of the entire actual project cost, it is greater than the expected cost, the APPLICANT shall forthwith pay to the DISTRICT the difference between the actual cost and the total of deposited funds.
8. It is further mutually understood and agreed that the DISTRICT shall have and retain full and complete ownership and title to said water main extension and all engineering and construction plans related thereto, free of any liens and encumbrances, and it shall have the right to repair or replace said extension at any time without consideration of the APPLICANT or any water consuming customer or customers; also the DISTRICT shall have the right to extend any main installed by it pursuant to the terms of this AGREEMENT in or to other lands, streets or avenues and the APPLICANT or any customer shall not by reason thereof, be entitled to any repayment.
9. It is also further mutually understood and agreed that all decisions in connection with the design of said mains, the type of materials to be used therein, shall remain at the exclusive discretion and under the sole control of the DISTRICT.

10. Time is of the essence in performance of the parties' respective obligations herein contained.
11. This AGREEMENT shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State in which the property is located.
12. This AGREEMENT shall be binding upon, and inure to the benefit of the respective parties hereto and their permitted successors, transferees and assigns.
13. This AGREEMENT may be executed in one or more counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the APPLICANT and the DISTRICT subscribe their signatures hereto the day and year first above written.

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Signature of Applicant

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Signature of Applicant

RWD NO. 4, DOUGLAS COUNTY, KANSAS

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Attest: District Clerk

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By: Manager

Approved: January 13, 2004

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