



Rural Water District No. 4 - Franklin County, Kansas

1506 Old Highway 50
Williamsburg, Kansas 66095-0405

785-746-5571
Fax No. 785-746-5529

frcorwd4@yahoo.com

Water Line Extension Payments Form

Rural Water District #4 Franklin County only has one contractor (Rafter JK Services LLC) who does line extensions and meter setting.

All new meters require an engineer study before meter is purchased, this study ensures each new meter has at least #20 psi KDHE standard.

Meters cost \$7,000 once the meter is purchased there is a \$25.00 monthly operations fee whether the meter is set or not. An additional \$3.50 monthly read fee will be added once meter is set.

Line extensions require a 70% payment upfront before project is started and 30% net 30 when line extension is complete.

If a meter requires only a road crossing to get the meter set, these same payments apply to road crossings as well.

All checks for engineer studies, meters and line extensions should be made out to Rural Water District #4.

X _____

X _____

X _____

Ellie Roecker, Office Manager

WATER LINE EXTENSION AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this _____ day of _____, 20____ by and between _____, hereinafter referred to as Landowners, and **Rural Water District No. 4, Franklin County, Kansas**, hereinafter referred to as Water District,

WITNESSETH:

For and in consideration of the mutual covenants, conditions, obligations, and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Water District shall cause to be installed certain water line improvements of the type, quality and manner approved by the Water District, and the cost thereof shall be paid as set forth herein.
2. The Landowners shall hold the Water District completely harmless of any and all claims, causes of action, damages or liability to persons or property arising from the installation of said water line.
3. The Water District shall cause water lines to be installed on easement areas as described _____, together with all necessary valves, fittings, pipe, and appurtenances. Before construction is commenced, Landowners shall pay 70% of the estimated cost thereof, or \$ _____, to the Water District. The project shall then be constructed, and the actual cost determined. If the actual cost of Landowners' share of the project exceeds \$ _____, then the Water District shall bill Landowners for the excess cost. If the actual cost is less than \$ _____, then the Water District shall promptly refund the difference to Landowners.
4. Once the water line is installed, the same shall immediately become an integral part of the Water District's water system and complete ownership thereto and therein shall immediately vest and remain in the Water District; and that the said Water District shall thereafter provide, at its cost, the necessary maintenance of said water line.
5. The extended water line hereinabove described shall be connected to other lines belonging to the Water District in such manner and at such points as shall be determined by the Water District.
6. The Water District has, and reserves unto itself, the sole and exclusive right to sell and install water rights and meters to any persons desiring water service from said line, and the further exclusive right to provide to said users and to make such charges therefor from time to time as determined by the Water District and consistent with all policies of the Water District pertaining to water users.

7. This Agreement, nor any right or interest herein, shall not be assigned by the Landowners to any other person or persons, whomsoever, without the prior written consent of the Water District, and any such assignment shall be absolutely void.

8. This Agreement shall be binding and of full force and effect upon all of the heirs, devisees, legatees, trustees, successors, or assigns of the respective parties hereto to the same degree and extent as the parties are themselves hereby bound. There is no agreement between the parties other than as contained herein. Any modification or amendment to this Agreement shall not be effective unless in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties have affixed their respective signatures and corporate seals the day and year first above written.

"Landowners"

"Water District"

**RURAL WATER DISTRICT No. 4
Franklin County, Kansas**

By _____, **Chairman**

ATTEST:

_____, **Secretary**

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____ before me,
the undersigned, a notary public in and for the County and State aforesaid, came
_____, who are personally known to me to be the same
persons who executed the within Water Line Extension Agreement and such persons duly
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal,
the day and year last above written.

NOTARY PUBLIC

My Appointment Expires:

STATE OF KANSAS)
) SS:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a notary public in and for the County and State aforesaid, came _____, **Chairman of Rural Water District No. 4, Franklin County, Kansas**, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and _____, **Secretary** of said corporation, who are personally known to me to be such officers, and who are personally known to be the same persons who executed, as such officers, the within Water Line Extension Agreement on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal,
the day and year last above written.

NOTARY PUBLIC

My Appointment Expires: