

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. 1, Ellsworth** 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 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. 1
Ellsworth County, Kansas**

By _____
Damon Vonada, Chairman

ATTEST:

Randy Hlad, 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 **Damon Vonada, Chairman of Rural Water District No. 1, Ellsworth County, Kansas**, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and **Randy Hlad, 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: