

LATECOMER CONNECTION AGREEMENT AND REPAYMENT AGREEMENT FOR WATER LINE EXTENSION

THIS LATECOMER CONNECTION AGREEMENT is made by and between Rural Water District No. 1, Franklin County, Kansas, (hereinafter the "District") and _____, (hereinafter "Latecomer"), this _____ day of _____, 20____.

WITNESSETH:

WHEREAS, Latecomer has applied to the District for water service and potentially will connect to a water line extension paid for by other, prior patrons (the "Investor(s)"); and

WHEREAS, the Latecomer has reviewed the District's Water Main Extension Reimbursement Policy (the "Policy") and agrees to be subject to the same; and

WHEREAS, Latecomer wishes to obtain service as provided in this Agreement and in accordance with the Policy.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto promise and agree as follows:

- 1. PROJECT AND PROPERTY SERVED.** The parties hereby agree to the terms contained in this Agreement and the Policy relating to the water main extension ("Water Main Extension"), to serve the following described property ("Property"):
[INSERT LEGAL]
- 2. CONNECTION COSTS PAID.** The Latecomer agrees to pay the amount of \$_____ to the District pursuant to the Policy and as a charge separate and apart from any benefit unit fee or other cost of connection, representing the proportionate share of the cost of the water main extension paid by a previous Investor or other Latecomer. The District shall have no duty to provide service until such amount is paid in full. The Latecomer shall separately pay for all fees, costs and studies necessary for service as determined by the District.
- 3. NO PROPERTY RIGHTS GRANTED.** Latecomer agrees that the payment above shall not grant the Latecomer any rights in the property of the District, including, but not limited to, the water main extension.
- 4. EXPIRATION OF THE AGREEMENT.** Latecomer understands that they may hold a further contract right to payment from additional Latecomers that connect to the same water main extension, if the same is allowed under the Policy. The term of this contract right extends to the following date:_____. After this date, the Latecomer has no further right or claim to compensation under this Agreement or the Policy.
- 5. PRIVATE WATER DISTRIBUTION AND SERVICE LINES.** Latecomer is responsible for all installation and costs of installing all private water distribution lines and service lines required to serve land within the Property.
- 6. AGREEMENT SUBJECT TO BYLAWS, ETC.** This agreement is subject to the District's By-laws, Rules and Regulations, and all District Policies and Procedures and all

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other similar rules, policies, procedures, standards or the like, including those named herein, and shall be interpreted in accordance with the laws of the State of Kansas.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the matters contained in this Agreement. Any and all previous agreements written or oral, express or implied between the parties hereto or on their behalf relating to such matters are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such agreement.
8. **AMENDMENT.** This Agreement may be altered, modified or amended only by a written instrument, duly executed by both parties and stating that the alteration, modification or amendment is an addition to and subject to this Agreement.
9. **WAIVER.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
10. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the express, written consent of the other party. Provided, however, that the District may assign its interest in this Agreement to any governmental agency which provides financing to the District.

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

[Latecomer]

By: _____
[PRINTED NAME]
[TITLE]

RURAL WATER DISTRICT NO. 1,
FRANKLIN COUNTY, KANSAS

Attest: _____
Secretary

By: _____
Chairman