

## **RURAL WATER DISTRICT NO. 7, JOHNSON COUNTY, KANSAS**

### **PETITION AND APPLICATION FOR WATER MAIN EXTENSION AND PRELIMINARY ENGINEERING STUDY**

This Petition and Application for Water Main Extension and Preliminary Engineering Study, (hereinafter referred to as "Application") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, hereinafter called the Applicant, to Rural Water District No. 7, Johnson County, Kansas, hereinafter called the District.

Applicant is the owner and/or developer of real property described and identified as follows:

(See attached warranty deed and/or survey.)

Applicant hereby petitions the District for the construction of a proposed water main extension (hereinafter "Water Main Extension") to provide water service to the above-named property.

Applicant has simultaneously, with the execution and delivery of this Application, paid the District the sum of \$\_\_\_\_\_ cash for the preparation of: 1) a preliminary engineering study and report (hereinafter "Preliminary Report") to be prepared by the District or the District's engineer; and 2) a computation of the probable project cost (hereinafter "Probable Project Cost") for the proposed Water Main Extension. Applicant understands that such amount will be retained by the District and that such amount is non-refundable.

Applicant has read the District's Water Main Extension Policies and related documents and has included with this Application, drawings that generally depict the proposed Water Main Extension. Applicant understands that the following process will now begin:

1. Once the above-named Preliminary Report has been prepared, the District's Manager will present it and this Application to the District's Board of Directors.
2. If and when the District's Board of Directors takes action on Applicant's Application, such action will be communicated to the Applicant by the District.
3. If the District's Board of Directors chooses to approve Applicant's Application, it may attach to such approval, any conditions it deems reasonable.
4. If the District's Board of Directors approves Applicant's Application, Applicant will then have 60 days in which to decide whether it wishes to enter into a Water Main Extension Agreement with the District. (Such 60-day period may be extended by the District, in its sole discretion, upon written request from Applicant.)
5. If the above conditions are met and a Water Main Extension Agreement is signed by the District and Applicant, all rights and responsibilities of Applicant and the District relative to the Water Main Extension will be governed by the terms of that Agreement and the District's Policies, Procedures, Rules and Regulations and similar documents named in the Agreement.

Applicant has read the District's Water Main Extension Agreement and understands its contents.

Applicant understands that neither the District nor the District's Board of Directors is obligated to approve Applicant's Application or to take any action on Applicant's Application.

Applicant understands that the information contained in the Preliminary Report to be produced, will remain the sole property of the District, to be used at the District's sole discretion.

The undersigned represents and warrants that he/she is a duly authorized representative of Applicant and that he/she has the legal authority to bind Applicant.

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Name of Applicant

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Authorized Representative's Printed Name

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Authorized Representative's Title

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Signature of Authorized Representative