

- (c) If after completion and determination of the entire actual cost it is less than said expected cost, the DISTRICT shall forthwith repay to the PETITIONER the difference between said actual project cost of said extension and the total of deposited funds.
- (d) If the actual project cost thereof is greater than the expected cost, the PETITIONER shall forthwith pay to the DISTRICT the difference between the actual cost and the total of deposited funds.

4. It is further mutually understood and agreed that the DISTRICT shall have and retain full and complete ownership and title to said water main hydrants extension and appurtenances 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 PETITIONER or any water consuming customer or customers; also the DISTRICT shall have the right to extend any main hydrant installed by its pursuant to the terms of this AGREEMENT in or to other lands, streets, or avenues and the PETITIONER or any customer shall not by reason thereof, be entitled to any repayment.

5. It is also further mutually understood and agreed that all decisions in connection with the manner of installation of said mains, the type of materials to be used therein and the maintenance thereof shall be and shall so remain at the exclusive discretion and under the sole control of the DISTRICT.

6. This agreement is subject to the District's By-Laws, Rules and Regulations, Policies and Procedures.

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

SEAL

Attest: _____

BY: _____
Signature of Petitioner

Print name and title

Street Address

City Phone

WATER DISTRICT NO. 7 of
LEAVENWORTH COUNTY,
KANSAS

Attest: _____

BY: _____
Chairman