

S.R. 1/4 of N.W. 1/4 of 10-14-12 East of 6th R.M.

A G R E E M E N T

THIS AGREEMENT made and entered into this 13th day of July, 1961 by and between the CITY OF RALSTON, party of the first part hereinafter designated as RALSTON, and SANITARY AND IMPROVEMENT DISTRICT NO. 73, DOUGLAS COUNTY, NEBRASKA, hereinafter designated as DISTRICT NO. 73.

WHEREAS, RALSTON is a Municipal Corporation with a source of water supply available to users without as well as within geographical limits; and,

WHEREAS, SANITARY AND IMPROVEMENT DISTRICT NO. 73, DOUGLAS COUNTY, NEBRASKA, is a duly organized and existing body corporate and politic in accordance with and under the laws of the State of Nebraska whose present boundaries are without the geographical limits of the City of Ralston, and

WHEREAS, said DISTRICT NO. 73 is desirous that RALSTON furnish water to users within its present boundaries and any extensions thereof; and

WHEREAS, DISTRICT NO. 73 is further desirous of constructing a sewer system adequate for residents within its present boundaries and any extensions thereof; and

WHEREAS, RALSTON either owns or controls or both, certain mains to which DISTRICT NO. 73 is desirous of connecting its sewer system; and,

WHEREAS, RALSTON sewer system is connected to what is designated as the Hascall Street interceptor, which said interceptor is controlled by the City of Omaha, with whom RALSTON has a contract for the use of said Omaha sewer system via the Hascall Street interceptor; and,

WHEREAS, DISTRICT NO. 73 is desirous of connecting onto the RALSTON sewer system;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES

AS FOLLOWS:

1. DISTRICT NO. 73 will install and pay for the entire system of water mains within the limits of its present boundaries or extensions thereof--said system to be constructed according to requirements and specifications required by the engineering firm of Henningson, Durham & Richardson; said system to also be inspected during construction and prior to use by said Henningson, Durham & Richardson who shall certify to DISTRICT NO. 73 that the construction work thereon was done in accordance with plans and specifications; and it is the understanding of the parties that the charges of Henningson, Durham & Richardson in connection with its services rendered will be paid by DISTRICT NO. 73.

2. RALSTON agrees that said system of water mains shall be connected to the RALSTON water system, and DISTRICT NO. 73 agrees that RALSTON shall charge any users coming within the scope of this contract according to its ordinances providing for the charge of users living outside the geographical limits of RALSTON; and in this connection it is stipulated that at the present time the charge under these circumstances is a rate and one-half.

3. After the construction of said water system by DISTRICT NO. 73, if same is accepted by its governing body, RALSTON will become the owner thereof. In this connection RALSTON agrees that it will maintain said system, after construction at its expense, doing all in its power to furnish to the users thereof adequate service. DISTRICT NO. 73 agrees that permits to hook onto said water system by individual users must be obtained from RALSTON and that RALSTON meters will be used for the purpose of measuring the dispensation of supply. DISTRICT NO. 73 also agrees that RALSTON valves will be used.

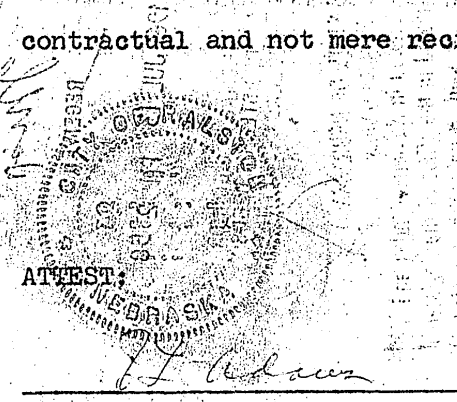
4. RALSTON agrees to allow the outfall line constructed by DISTRICT NO. 73 to be connected into the CITY OF RALSTON system.

5. RALSTON and DISTRICT NO. 73 agree that as to the

sanitary sewer construction by DISTRICT NO. 73, that DISTRICT NO. 73 will obtain all approval of specifications for use in the development from the City of Omaha; and RALSTON agrees that it has no supervisory control or inspection power or other interest in said sewer construction, PROVIDING: That each family hooking onto the said sewer system will pay RALSTON a fee of Thirty Dollars (\$30.00) for said privilege.

6. All statements and agreements herein contained are contractual and not mere recitals and are binding upon the parties.

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CITY OF RALSTON, a Municipal Corporation,

By *E. W. Rehder*

SANITARY AND IMPROVEMENT DISTRICT NO. 73, DOUGLAS COUNTY, NEBRASKA

By *Louise a McDaniel*

ATTEST:

Donald E. Turner

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