Return to: Lincoln Wat. & Sewer System

SANITARY SEWER SERVICE AGREEMENT

(Non-Abutting Properties)

KNOW ALL MEN BY THESE PRESENTS: That

Lincoln Home Builders, Inc.

of Lancaster County, Nebraska, hereinafter called "Applicant," having heretofore made application to the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City," for sanitary sewer service to be furnished from its sanitary sewer system to the following described premises, to wit:

3237 So. 13th Street, located on I.T. Lot 73, Northeast Quarter Section 2, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska

hereby represents that he is the owner of the above described premises, and in consideration of the furnishing of such sanitary sewer service to the above described premises by the City, Applicant covenant with the City as follows:

1. Wherever the word "Applicant" is used hereinafter, it shall mean Applicant, Applicant's agents, lessees, heirs, successors, executors, administrators, grantees or assigns, and their singular.

2. Applicant hereby agrees that the sewer service furnished hereby shall be used only for the purpose of servicing the above described premises and no other.

3. Applicant further agrees that all the laws of the State of Nebraska and the Ordinances, Resolutions, Executive Orders and rules and regulations of the City of Lincoln, Nebraska, or the Mayor thereof, shall govern in all respects said sewer service in all matters connected in any way with such service, including but not limited to connections, fees, pipes, plumbing connected with said service, and applicant shall abide by and conform to all such Laws, Ordinances, Resolutions, Executive Orders or Rules and Regulations, and shall pay any and all such fees or charges thereby prescribed.

4. The City may cancel this agreement at any time by giving Applicant thirty (30) days notice thereof, and this agreement may be cancelled on the margin of the records in the Register of Deeds Office of Lancaster County, Nebraska, where this agreement is recorded.

5. Applicant waive any defense it may have in the future to any assessment by the City for any Sanitary Sewer District that may be established in the vicinity of the above described premises by the City in the event the above described premises are included within such Sanitary Sewer District, to the extent of an eight (8) inch sanitary sewer but not for any service over such eight inch sanitary sewer service.

6. Applicant has read this agreement, knows the contents thereof, and has not received any other promises or inducements from the City, its agents, employees, or officers, or any other persons to sign this agreement or to be bound thereby.

7. Applicant agrees and consents to the covenant herein contained and agrees further that this agreement is specifically made with reference to the hereinbefore described real estate and that said covenants shall attach to and run with the above described real estate and shall be binding upon said applicant and those persons described in paragraph 1 hereof.

IN WITNESS WHEREOF, Applicant has hereunto set his hand this 14th day of July, 19 77.

IN THE PRESENCE OF:

Lincoln Home Builders Inc

Herb J. Wittmann

By Ervin E. Peterson Pres.

STATE OF NEBRASKA } ss.
LANCASTER COUNTY }

On this 14th day of July, 19 77, before the undersigned, Rosemary Pospisil, a Notary Public, duly commissioned and qualified for and residing in said County, personally came ERVIN E. PETERSON to me known to be the identical person who signed and executed the foregoing instrument and acknowledge the same to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the day and year last above written.

Rosemary Pospisil
Notary Public

My Commission expires, June 4, 1980

GENERAL NOTARY-State of Nebraska ROSEMARY POSPISIL My Comm. Exp. June 4, 1980

LANCASTER COUNTY NEBR.
REGISTER OF DEEDS
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FILED FOR RECORD AS:

INST. NO. 77- 27049