

WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Jacob H. Fuss and Anna Margaret Fuss, husband and wife, jointly and severally and each as the spouse of the other, of Lancaster County, Nebraska, hereinafter called "Applicant §", having heretofore made application to the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City", for water service to be furnished from its system of water works to the following described premises, to-wit: the north 100 feet of Lot 49, Irregular Tract in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 10 North, Range 6, East of the 6th P.M., Lancaster County, Nebraska

hereby represent that they ^{are} the owner § of the above described premises, and in consideration of the furnishing of such water service to the above described premises by the City, Applicant § covenant with the City as follows:

1. Applicant § hereby agree that the water furnished hereunder shall be used only for the purpose of supplying said above described premises, and that no other connections or taps shall be connected therewith.

2. Taps and connections shall be made for the Applicant §, only in the manner set forth in the ordinances of the City for making taps and connections to premises located within the city limits; and Applicant § shall construct and maintain a meter pit in the manner, of such material and at the location designated by the Water Department of the City, and shall install therein a water meter of the type now in use by the consumers of the City.

3. Applicant § further agree that all the laws, ordinances and rules of the City, including the provisions of the Water and Plumbing Ordinances of the City, shall govern in all respects said water service, including all connections, pipes, plumbing and appliances connected with said water service, the same as if said premises were located within the city limits, and further that he will abide by and conform to all such rules, ordinances and laws.

4. Applicant § further specifically agree that before any connections are made to the City's water system, all plumbing on the above described premises shall be installed strictly in accordance with the ordinances of the City relating to the installation and maintenance of plumbing within the limits of the City, including the inspection thereof, procuring permits therefor, and payment of all required fees, the same as if said premises were located within the city limits. Applicant § further agree that said plumbing shall be maintained and used strictly in accordance with the ordinances of the City pertaining thereto.

5. Applicant § grant to the City, and to its agents, including the officers and employees of its Water Department and Plumbing Inspectors, the right and authority to enter the above described premises for the purpose of inspecting all pipes, connections, plumbing and all other appliances connected with said water service.

6. Applicant § further covenant that the City may cancel this agreement at any time by giving Applicant §, their agents, lessees, heirs, executors, administrators, grantees, or assigns, thirty (30) days' notice thereof, and that 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.

7. Applicant § further agree to pay all charges, penalties, rents, meter charges, service charges, and charges for water furnished hereunder, at the rate fixed from time to time by the ordinances of the City, and rules and regulations of the Water Department of the City.

8. Applicant § hereby grant and give to the City a lien upon the above described premises for all water rent, meter charges, penalties and all other just and reasonable charges growing out of said water service, and specifically grant the right to the City to foreclose any such lien in the manner of the foreclosure of real estate mortgages under the laws of the State of Nebraska, including the right to sell said property to satisfy said lien and the costs of foreclosure.

9. Applicant § hereby agree and consent to the covenants herein contained, and further covenant 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 §, their agents, lessees, heirs, executors, administrators, successors, grantees, and assigns.

10. It is further agreed that the applicants will not use this water service for irrigation purposes without first receiving written permission from the City Water Department. Failure to obtain written permission for use of water for irrigation purposes from this service will be cause to discontinue said service.

IN WITNESS WHEREOF, Applicant s have hereunto set their hands this 5th day of February, 194 52

IN THE PRESENCE OF:



Helen M. Stein

Jacob H. Fuss
Anna Margaret Fuss

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25/52

STATE OF NEBRASKA,
LANCASTER COUNTY.

On this 5th day of February, 194 52, before the undersigned, Helen M. Stein, a Notary Public, duly commissioned and qualified for and residing in said County personally came Jacob H. Fuss and Anna Margaret Fuss, husband and wife, to me known to be the identical person who signed and executed the foregoing instrument and acknowledged the same to be their voluntary act and deed for the purpose therein expressed.



Helen M. Stein
Notary Public.

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FROM
Jacob H. Fuss wife

City of Lincoln

STATE OF NEBRASKA,
LANCASTER COUNTY.

Entered in Numerical Index and filed for record in the Register of Deed's Office of said county the 21 day of March, 194 52, at the hour of 9:00 o'clock and minutes of the day of M.M. and duly recorded in book of deeds on page.

J.P. [Signature] REG. OF DEEDS
[Signature] Register of Deeds
[Signature] Deputy

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Ricker Attached