

MISCELLANEOUS RECORD No. 16

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voluntary act and deed.

Witness my hand and notarial seal at Lincoln, in said county, the day and year last above written.

Ethel Gardner
Notary Public



Water Service Agreement

John Borchers & Wife

With

City of Lincoln, Nebr.

Filed For Record

May 6, 1937, at 3:50 P. M.

J. G. Vaughan, Register of Deeds
Fee \$1.25

WATER SERVICE AGREEMENT

works to the following described premises, to-wit:

Lot Forty (40), Irregular Tracts in the northeast quarter (NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Ten (10) North, Range Six (6) East of the Sixth P. M., Lancaster County, Nebraska,

hereby represent that they/ the owners of the above described premises, and in consideration of the furnishing of such water service to the above described premises by the City, Applicants covenant with the City as follows:

1. Applicants 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 Applicants, 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 Applicants 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. Applicants 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. Applicants 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. Applicants further agree that said plumbing shall be maintained and used strictly in accordance with the ordinances of the City pertaining thereto.
5. Applicants 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. Applicants further covenant that the City may cancel this agreement at any time by

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giving Applicants, 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. Applicants 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. Applicants 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. Applicants 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 Applicants, their agents, lessees, heirs, executors, administrators, successors, grantees, and assigns.

10. Applicants agree that separate service and taps shall be made for each residence and each commercial building erected on said property.

IN WITNESS WHEREOF, Applicants have hereunto set their hands this 29 day of April, 1937.
IN THE PRESENCE OF:

Helen M. Stein

John Borchers

Mary Borchers

O K G. S. P. May 3 1937

STATE OF NEBRASKA, }
LANCASTER COUNTY. } SS.

On this 29 day of April, 1937, before the undersigned, Helen M. Stein, a Notary Public, duly commissioned and qualified for and residing in said County personally came John Borchers and Mary Borchers, husband and wife, to me known to be the identical persons who signed and executed the foregoing instrument and acknowledged the same to be their voluntary act and deed for the purpose therein expressed.

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

Helen M. Stein
Notary Public.

My Commission expires,
September 15, 1939.



Lincoln, Nebraska
FILED
MAY -3 '37
Theo H. Berg
City Clerk

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