

MISC. BOC

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MISCELLANEOUS RECORD NO. 21

Water Service Agreement

John Borchers

With

City of Lincoln, Nebraska

Filed for Record

January 29, 1942 at 10:40 A.M.

J. G. Vaughan

Register of Deeds

By A. L. Kenney, Deputy

Fee \$1.25

WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That John Borchers, widower 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:

Lot 40, Irregular Tracts in the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 10 North, Range 6 East of the Sixth 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 water service to the above described premises by the City, Applicant covenants with the City as follows:

1. Applicant hereby agrees 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 agrees 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 agrees 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 agrees that said plumbing shall be maintained and used strictly in accordance with the ordinances of the City pertaining thereto.
5. Applicant grants 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 covenants that the City may cancel this agreement at any time by giving Applicant, his 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 agrees 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.

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8. Applicant hereby grants and gives 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 grants 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 agrees 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, his agents, lessees, heirs, executors, administrators, successors, grantees, and assigns.

IN WITNESS WHEREOF, Applicant has hereunto set his hand this 23 day of January, 1942.
IN THE PRESENCE OF:

Helen M. Stein

John Borchers

APPROVED

1/23/42
OK.
H.M.S.

D. L. Erickson
Director of Department of Parks,
Public Property and Improvements

STATE OF NEBRASKA, }
LANCASTER COUNTY. } ss.

On this 23 day of January, 1942, before the undersigned, Helen M. Stein, a Notary Public, duly commissioned and qualified for and residing in said County personally came John Borchers, a widower to me known to be the identical person who signed and executed the foregoing instrument and acknowledged 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.

Helen M. Stein

Notary Public.

My Commission expires, Sept. 14, 1945.

Agency

Agricultural Trade Relations, Inc.

To

Woods, Aitken and Aitken

Filed for Record

February 6, 1942 at 3:35 P.M.

J. G. Vaughan, Register of Deeds

Fee 75¢

APPOINTMENT OF REGISTERED AGENT AND DESIGNATION
REGISTERED OFFICE (NEBRASKA)

KNOW ALL MEN BY THESE PRESENTS:

THAT AGRICULTURAL TRADE RELATIONS, INC. is a corporation organized under the laws of the State of California with principal business office located at 343 East Main Stockton, California; and that pursuant to the laws of the State of Nebraska for the qualification of foreign corporations to do business in that

state, does hereby appoint as its Registered Agent, and designate as its Registered Office, in the State of Nebraska, the following:

REGISTERED AGENT Thomas C. Woods; William I. Aitken; Philip M. Aitken

REGISTERED OFFICE 402 Woodmen Accident Bldg., Lincoln, Lancaster Co., NEBRASKA;
1241 N Street City County

and does hereby also appoint the AUDITOR OF PUBLIC ACCOUNTS of the State of Nebraska, its true and lawful attorney upon whom all lawful process in any action or proceeding against the company may be served with the same effect as if the company existed in the state.

That Agricultural Trade Relations, Inc. further states that any process, or other legal
Name of Corporation