

MISCELLANEOUS RECORD No. 16

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, its 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.

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 consents to the covenants herein contained, and further covenants 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, its agents, lessees, heirs, executors, administrators, successors, grantees, and assigns.

IN WITNESS WHEREOF, Applicant-has hereunto set its hand-this 30th day of June, 1937.

IN THE PRESENCE OF:

Sidney E. Smith
R. B. Travis
L. L. Coryell-Sr
Daisy-Coryell
L. L. Coryell-Jr

L. L. CORYELL & SON, a Co-Partnership

By L. L. Coryell Sr.
Partner
L. L. Coryell Jr.
Daisy Coryell
Lorraine B. Coryell

COLORADO
STATE OF NEBRASKA,
EL PASO)
LANCASTER COUNTY.) SS.

On this 30th day of June, 1937, before the undersigned, Mary C. Ellis a Notary Public, duly commissioned and qualified for and residing in said County, personally came L. L. Coryell, Sr., as member of firm of L. L. Coryell & Son, a co-partnership 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 and the voluntary act and deed of the co-partnership of L. L. Coryell & Son.

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

Mary C. Ellis
Notary Public.



My Commission expires, August -26 - 1940.

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*Rider attached.

* All of South forty (40) acres of the Northeast Quarter (NE $\frac{1}{4}$), Section Seven (7), Township Ten (10), Range Seven (7), east of the 6th P.M. in Lancaster County, Nebraska, being more particularly described as beginning at the southeast corner of said NE $\frac{1}{4}$ of Section 7. Township 10-, Range 7; east of the 6th P.M. running thence westward along the south boundary of said NE $\frac{1}{4}$ 2643.7 feet to the center of said section, running thence north 660 feet along the west boundary of said NE $\frac{1}{4}$, running thence east on a line parallel to the south boundary of said NE $\frac{1}{4}$ until the east boundary of said NE $\frac{1}{4}$ is intersected, running thence south 660 feet along the east boundary of said NE $\frac{1}{4}$ to the place of beginning, all in Lancaster County, Nebraska. The foregoing premises are subject only to an easement heretofore granted to Sanitary District #1 of Lancaster County, Nebraska, said easement having been filed of record in the office of the Register of Deeds of Lancaster County, Nebraska, in Book 289 at Page 284.

All of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and Lot Four (4) of Irregular Tracts in the Southeast Quarter (SE $\frac{1}{4}$) of Section Seven (7), Township Ten (10), North Range Seven (7), east of the 6th P.M. Lancaster County, Nebraska. Also all of that part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Seven, Township Ten, North, Range Seven, east of the 6th P.M. Lancaster County, Nebraska, formerly platted as Crescent Glen, and now vacated, lying south and east of the former natural channel or bed of Salt Creek, as traced on said plat of Crescent Glen, including all portions thereof formerly platted as streets and alleys, commons and public grounds, except only Block Eight and Lots one to Four, both inclusive, and Lots Twenty-one, to Twenty-four, both inclusive, in Block Seven, in Crescent Glen, and except all of that portion of streets and alleys lying within or bordering only upon said excepted tract above described and except the one-half of that part of any street lying adjacent to said excepted tract and lying ^{between} it and the land conveyed by this deed. hereby represent that they are 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, 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 they will abide by and conform to all such rules, ordinances and laws.
4. Applicant further specifically agrees ^Δ 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

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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.

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 consents 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 28 day of May, 1937.

IN THE PRESENCE OF:

H. J. Hall

A. E. Wilhelm

Herman R. Petersen O.K. 5/29/37 C.L.P.

STATE OF NEBRASKA, }
LANCASTER COUNTY. } ss.

On this 28 day of May, 1937, before the undersigned, -----

a Notary Public, duly commissioned and qualified for and residing in said County personally came H. J. Hall, 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.

A. E. Wilhelm
Notary Public.

My Commission expires, Dec. 16-1937



Agreement

WATER SERVICE AGREEMENT

L. L. Coryell & Son
a Co-Partnership et al
To
City of Lincoln
Filed for Record
August 5, 1937 at 9:00 A.M.
J. G. Vaughan, Register of Deeds
By A. L. Kenney- Deputy
Fee \$1.50

KNOW ALL MEN BY THESE PRESENTS: That L. L. Coryell, Sr. and L. L. Coryell, Jr., doing business as partners, under the name and style of "L. L. Coryell & Son" 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: