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1981 OCT 30 PM 2:29

WATER SERVICE AGREEMENT

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
PLATT, MOOR.

THIS AGREEMENT made and entered into this 17th day of March, 1981, by and between Sanitary and Improvement District No. 1 of Washington County, Nebraska, hereinafter referred to as "SID", and Lakeland Estate Water Company, hereinafter referred to as "Lakeland",

WHEREAS, Lakeland is a licensed Class III water operator in the State of Nebraska and is the owner of a water-well system located in Section ¹³ ~~12~~, Township 17 North, Range 11 East in Washington County, Nebraska, and *To be index in SE 1/4 Sec 12 Twp 17 N, R 11 E*

WHEREAS, SID is a duly organized Sanitary and Improvement District organized under the laws of the State of Nebraska and located in the West One-Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 14, Township 17 North, Range 11 East of the 6th P.M. in Washington County, Nebraska, and

WHEREAS, SID is desirous of securing water from Lakeland for the use of property owners and for fire protection within the boundaries of the SID.

NOW THEREFORE, in consideration of the mutual covenants, representations and considerations herein contained, it is agreed by and between SID and Lakeland as follows:

1. It is understood and agreed that SID will construct a six inch (6") water main along the northern boundary line of said Sections Thirteen (13) and Fourteen (14) a distance of approximately 6,150 feet connecting the SID to the well system owned by Lakeland.
2. It is further understood and agreed that SID will install in the above-described water main near the point at which the water main is to be connected to the existing water system of Lakeland, a master meter and gate valve. All water to be furnished by Lakeland to SID pursuant to this Agreement shall flow through said meter, hereinafter called the "master meter", and thence in and through the new water main and existing water system of the SID.

Recorded _____
Initial _____
Date _____

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1695.
ENTERED IN BOOK _____ FILED FOR RECORD
THIS 30th DAY OF October A.D. 19 81
AT PLATT MOOR. AND RECORDED IN BOOK
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COUNTY CLERK Charlotte L. Petersen
DEPUTY _____

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3. All parties agree that no connection shall be made to the water system within SID or the water main connecting the SID to the water well of Lakeland except connections or hook-ups to serve not to exceed twenty-five (25) single family residences to be located within the boundaries of the District unless further written authorization, duly authorized by the Board of Trustees of SID and the duly authorized officers of Lakeland shall have been received from SID and Lakeland prior to any such additional connections.

4. Water furnished by Lakeland shall be considered delivered by Lakeland to SID as it passes through the master meter, and Lakeland shall have no responsibility for said water, or the transportation thereof, or the use thereof, from and after the time it passes through said master meter.

5. Each property owner in SID shall install and maintain a suitable individual water meter, located at or near the point where the private water line to the property owner's residence connects to the water main of the SID running adjacent to such property, through which meter all water being furnished to such property owners shall flow, which individual water meters shall be so placed as to permit ready access thereto for the periodic reading thereof by representatives of SID or Lakeland.

6. As partial consideration for the furnishing of water by Lakeland to SID, SID shall pay an initial hook-up charge or connection fee in the amount of \$300.00 upon the completion of construction of the above-described water main.

X 7. In addition to the hook-up charge or connection fee hereinabove mentioned, SID shall pay Lakeland for the water flowing through the master meter at a rate equal to the rate charged by Lakeland to other water users within the area served by Lakeland, for comparable amounts of water, same to be billed on a periodic basis comparable to the billing times for billings to owners of property presently served by the Lakeland water system.

8. The initial rates to be charged by Lakeland to SID are as follows:

\$8.00 per month minimum for the first 5,000 gallons

\$1.20 per 1,000 gallons per month for the next 25,000 gallons

\$1.10 per month per 1,000 gallons in excess of 30,000 gallons per month

The rates to be charged by SID to individual property owners within SID shall be determined by the SID.

9. SID shall be responsible for and agrees to hold Lakeland harmless from maintenance and repair of the six inch (6") water main connecting SID to the Lakeland water system as well as all equipment, valves, meters and pumps utilized by the SID within the boundaries of the SID.

10. SID further agrees to indemnify Lakeland and hold Lakeland harmless from any and all liability or damage Lakeland may suffer as a result of claims, demands, costs, attorney's fees, or judgments against Lakeland arising out of, resulting from, or alleged to be resulting from, the water being furnished by Lakeland, from and after its passage through the master meter with the sole exception that SID shall not be responsible under this paragraph for the quality of water as it passes through said master meter.

11. Lakeland represents its ability to furnish water to the residents of the SID at all times, in sufficient amounts and at sufficient pressures so as to satisfy a total SID requirement of 70 gallons per minute as measured at the master meter. Lakeland will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the SID with quantities of water required by the SID. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the SID is otherwise diminished over an extended period of time, the supply of water furnished by Lakeland to SID shall be reduced or diminished in the same ratio or proportion as the supply to Lakeland's other consumers is reduced or diminished.

12. This Agreement shall be binding upon all the parties hereto and their successors. This Agreement shall not be assigned with-

out the express written consent of the parties hereto.

13. This Agreement shall remain in effect for a period of 40 years and thereafter may be renewed or extended for such term or terms as may be agreed upon by the parties.

14. This Contract is subject to rules, regulations, or laws as may be applicable to similar agreements in this State and the SID and Lakeland will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

15. The construction of the water distributions system by SID is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Farmer's Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the SID are conditioned upon the approval, in writing, of the State Director of the Farmer's Home Administration.

16. This Agreement shall be construed under the laws of the State of Nebraska, and this Agreement and all amendments or addenda hereto shall be subject to the approval of the Farmer's Home Administration. *WJL*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written. *WJL*

SANITARY AND IMPROVEMENT DISTRICT
NO. 1 OF WASHINGTON COUNTY,
NEBRASKA

By: *W. D. King*
Chairman

ATTEST:

By: *C. E. Johnson*
Clerk

APPROVED BY THE FARMER'S
HOME ADMINISTRATION

BY: *Frank Mass*

LAKELAND ESTATE WATER COMPANY

By: *R. W. ...*
President

ATTEST:

By: *W. J. ...*
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 17th day of March, 1981, before me, the under-
signed, a Notary Public in and for said County, personally came
Ronald A. Glenn and Dwight E. Rempel,
President and Secretary of Lakeland Estate Water Company, a corpora-
tion to me personally known to be the President and Secretary and
identical persons whose names are affixed to the above Agreement
and acknowledged the execution thereof to be their voluntary act
and deed as such officers, and the voluntary act and deed of said
Corporation.

WITNESS my hand and Notarial Seal this 17th day of
March, 1980.

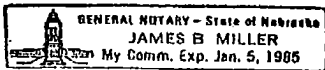


Beryl W. Dixon
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30 day of October, 1981, before me, the under-
signed, a Notary Public in and for said County, personally came
C. J. Langston and Craig R. Johnson,
Chairman and Clerk of Sanitary and Improvement District No. 1 of
Washington County, Nebraska, to me personally known to be the Chair-
man and Clerk and identical persons whose names are affixed to
the above Agreement and acknowledged the execution thereof to be
their voluntary act and deed as such officers, and the voluntary
act and deed of said Sanitary and Improvement District.

WITNESS my hand and Notarial Seal this 30 day of
October, 1980.



James B. Miller
Notary Public

ADDENDUM TO WATER SERVICE AGREEMENT

THIS ADDENDUM entered into this 11 day of May, 1981, by and between Sanitary and Improvement District No. 1 of Washington County, Nebraska, hereinafter referred to as "SID" and Lakeland Estate Water Company, hereinafter referred to as "Lakeland",

WHEREAS, the parties did on March 17, 1981, enter into a Water Service Agreement, and

WHEREAS, the parties desire to set forth additional matters by this Addendum to become a part of the original Water Service Agreement as if fully set forth therein.

NOW THEREFORE, in consideration of the mutual covenants of the parties, it is agreed by and between SID and Lakeland as follows

1. It is agreed that the master meter referred to in said Water Service Agreement shall be located in the County right of way abutting the Southwest corner of Tax Lot 49 in Section 13, Township 17 North, Range 11 East of the 6th P.M., Washington County, Nebraska.

2. SID agrees to furnish, install, operate, and maintain at its own expense at point of delivery of the master meter, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the SID and to calibrate such metering equipment whenever requested by Lakeland but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by tests to be inaccurate shall be corrected for those months previous to such tests in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless SID and Lakeland shall agree

upon a different amount. An appropriate official of Lakeland at all reasonable times shall have access to the meter for the purposes of verifying its readings.

3. In the event of any occurrence rendering the SID or Lakeland incapable of performing under this contract, any successor of the SID or Lakeland, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the parties hereunder.

IN WITNESS WHEREOF, the parties have executed this Addendum the date and year first above written.

SANITARY AND IMPROVEMENT DISTRICT
NO. 1 OF WASHINGTON COUNTY, NEBRASKA

BY: *W. J. Dinsdale*
Chairman

Craig R. Johnson
Clerk

LAKELAND ESTATE WATER COMPANY

By: *Ronald A. Huse*
President

ATTEST: *W. H. E. Royal*
Clerk

APPROVED BY THE FARMER'S
HOME ADMINISTRATION

BY: *Frank Mank*

750

SECOND ADDENDUM
TO WATER SERVICE AGREEMENT

This Addendum entered into this 13th day of August, 1981, ⁰⁰⁷
by and between Sanitary and Improvement District No. 1 of Washington
County, Nebraska, hereinafter referred to as "SID" and Lakeland Estate
Water Company, hereinafter referred to as "Lakeland",

WHEREAS, the parties did on March 17, 1981, enter into a
Water Service Agreement, and,

WHEREAS, under said Water Service Agreement Lakeland did
grant to SID 25' single family residential connections to the water
service system which is the subject of such Agreement, and,

WHEREAS, the parties desire to permit additional single
family connections to the water system owned by SID to residences
outside the boundaries of the SID.

NOW, THEREFORE, in consideration of the mutual covenants
herein contained, the parties agree as follows:

Lakeland hereby consents to the grant by SID of five addi-
tional single family connections to the water system owned by SID,
said connections may be granted to owners of property lying outside
the boundaries of SID to the water system owned by SID. SID shall
collect all charges imposed by Lakeland for water usage by the
additional connections permitted herein upon the same basis as Lake-
land may charge SID under the agreement dated March 17, 1981. The
owners of property outside the boundaries of the District utilizing
water from SID's water line shall be primarily obligated to Lakeland

750

751

for all charges therefore; provided, however, SID agrees to indemnify and hold Lakeland harmless for all such charges which have become more than 30 days overdue.

IN WITNESS WHEREOF, the parties have executed this Addendum the date and year first above written.

SANITARY AND IMPROVEMENT DISTRICT
NO. 1 of Washington County, Nebraska

BY: *[Signature]*
Chairman

Attested to:

BY: *[Signature]*
Clerk

LAKELAND ESTATE WATER COMPANY

BY: *[Signature]*
President

Attested to:

BY: *[Signature]*
Secretary

APPROVED BY THE FARMER'S
HOME ADMINISTRATION

BY: _____

751