

## COVENANT AND AGREEMENT

This agreement made and entered into this 27 day of June, 1965, by and between Richard Lee Youngscap and Barbara J. Youngscap, hereinafter referred to as the subdivider, Ikiru East Homeowner's Association, a partnership, hereinafter referred to as the agency, and the City of Lincoln, a city of the primary class located in Lancaster County, Nebraska, hereinafter referred to as the city,

WHEREAS, Section 15-901, Revised Statutes of Nebraska, 1963 Cumulative Supplement, provides for the authority of a city of the primary class to regulate subdivision of real estate within three miles of the corporate limits of such city when the real estate is located in the same county as the city, and

WHEREAS, the city has, pursuant to such enabling legislation, passed Chapter 26.04 of the Lincoln Municipal Code, known as "The Land Subdivision Ordinance" of the City of Lincoln, and

WHEREAS, the subdivider is the owner of a proposed subdivision, known and described as Ikiru East, located outside of and within three miles of the corporate limits of the city, upon the Southwest Quarter (SW $\frac{1}{4}$ ), Section 2, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and pursuant to "The Land Subdivision Ordinance" of the City of Lincoln is in the process of constructing for the subdivision, as shown on the preliminary plat submitted to and approved by the city, a well and a private water supply system in such a manner that an adequate supply of potable water will be available to every lot shown on the preliminary plat at the time improvements are erected thereon, except Lot 8, under the direction of the Lincoln-Lancaster County Health Department, subject to the approval of the city, to meet the minimum criteria of the current health department rules and regulations, and

WHEREAS, the well and private water supply system are necessary for the subdivision as shown by the said preliminary plat and are of common use or benefit, but are outside of the corporate limits of the city and the city therefore does not desire to maintain such physical facilities, and it is required by "The Land Subdivision Ordinance" of the City of Lincoln that provision shall be made by trust agreements made a part of the deed restrictions, acceptable to the city, for the proper and continuous maintenance and supervision of such facilities by the lot owners in the subdivision, and

WHEREAS, the agency has been organized for the purposes of operating, maintaining and supervising the physical facilities

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described above.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. The subdivider will transfer and convey to the agency the following-described property, to-wit: Outlot A, Ikiru East, a part of the SW $\frac{1}{4}$ , Section 2, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska. The subdivider will also grant the agency an easement on the property upon which the well is located.

2. The subdivider will install a complete well, pressure tank and water lines along the streets, roads or other right of way provided in said addition. Such construction to be complete and to be fully paid for by the subdivider and such utility system to be conveyed to the agency as utilities for the sole and exclusive use of the lots platted as a part of Ikiru East. The subdivider agrees that it will construct for the subdivision, as shown on the preliminary plat submitted to and approved by the city, a well and private water supply system in such a manner that an adequate supply of potable water will be available to every lot shown on the preliminary plat at the time improvements are erected thereon, except Lot 8, under the direction of the Lincoln-Lancaster County Health Department and subject to the approval of the city,

3. The subdivider agrees that it will place restrictions and conditions upon the sale and conveyance of any lot in Ikiru East, requiring the owners of said lots, except Lot 8, to pay their pro-rata, proportionate or assessed share of the costs of maintaining the aforementioned water system.

4. The agency shall limit its membership to the owners of lots one through seven in Ikiru East.

5. The agency agrees that it will maintain the well, water facilities and water lines, and will assess its members or the owners of the lots that comprise a part of Ikiru East for their pro-rata or proportionate share of the expenses of such operation and maintenance and that in so doing, the agency shall be entitled to charge and assess a water fee based on the amount of consumption.

6. The agency agrees to hold the subdivider harmless from any and all liability by reason of the operation and maintenance of the utilities once such utilities have been conveyed and transferred to the agency.

7. The agency shall have the right to convey and transfer

the well and water system, or any other property conveyed to the agency to any municipality willing to undertake the operation of such utilities and facilities. Such right on the part of the agency shall be separate as to each individual item and the agency may convey or transfer one or more utility or property without being required to convey or transfer all of its property or activities.

8. The city agrees that it will accept and approve the plat of Ikiru East as an addition within three miles of the corporate limits of the city, filed in the office of the City Clerk of the city on the 27 day of June, 1965, upon the execution of this agreement by the parties and upon the conditions set forth in the ordinance so providing.

9. The city agrees that it will accept the ownership, operation, maintenance and supervision of the well, water system and streets when Ikiru East is within the corporate limits of the city.

RICHARD LEE YOUNGSCAP AND BARBARA J. YOUNGSCAP

*Richard Lee Youngscap*  
*Barbara J. Youngscap*

IKIRU EAST HOMEOWNER'S ASSOCIATION, A Partnership

By *Richard Lee Youngscap*  
Partner

ATTEST:

*Harold W. Springer*  
City Clerk

CITY OF LINCOLN, NEBRASKA

By *Kimberly L. Arguon*  
Mayor

Approved as to Form:

*Ralph D. Nelson*  
City Attorney

INDEXED 27-619  
GENERAL *Mind* 27  
COMPARED  
PAGED

STATE OF NEBRASKA } ss.  
Lancaster County }  
Entered on numerical Index and  
filed for record in the Register of  
Deeds Office of said County the  
14 day of *JULY* 19 *65*  
at *10* o'clock and *45*  
minutes *2* P. M. and recorded in  
Book *2* of *Miscel.*  
at page *4*

*Kimberly L. Arguon*  
REG. OF DEEDS

By *H 75*  
Deputy

*Referred to Special Agent  
J. B. ...*