

11086

SANITARY SEWER SERVICE AGREEMENT

(Non-Abutting Properties)

KNOW ALL MEN BY THESE PRESENTS That

The Young Men's Christian Association of Lincoln Lancaster County, Nebraska of Lancaster County, Nebraska, hereinafter called "Applicant," having heretofore made application to the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City," for sanitary sewer service to be furnished from its sanitary sewer system to the following described premises, to wit

See Attached Sheet

hereby represents that he is the owner of the above described premises, and in consideration of the furnishing of such sanitary sewer service to the above described premises by the City, Applicant covenants with the City as follows:

1. Wherever the word "Applicant" is used hereinafter, it shall mean Applicant, Applicant's agents, lessees, heirs, successors, executors, administrators, grantees or assigns, and their singular.
2. Applicant hereby agrees that the sewer service furnished hereby shall be used only for the purpose of servicing the above described premises and no other.
3. Applicant further agrees that all the laws of the State of Nebraska and the Ordinances, Resolutions, Executive Orders and rules and regulations of the City of Lincoln, Nebraska, or the Mayor thereof, shall govern in all respects said sewer service in all matters connected in any way with such service, including but not limited to connections, fees, pipes, plumbing connected with said service, and applicant shall abide by and conform to all such Laws, Ordinances, Resolutions, Executive Orders or Rules and Regulations, and shall pay any and all such fees or charges thereby prescribed.
4. The City may cancel this agreement at any time by giving Applicant thirty (30) days notice thereof, and 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.
5. Applicant waives any defense it may have in the future to any assessment by the City for any Sanitary Sewer District that may be established in the vicinity of the above described premises by the City in the event the above described premises are included within such Sanitary Sewer District, to the extent of an eight (8) inch sanitary sewer but not for any service over such eight inch sanitary sewer service.
6. Applicant has read this agreement, knows the contents thereof, and has not received any other promises or inducements from the City, its agents, employees, or officers, or any other persons to sign this agreement or to be bound thereby.
7. Applicant agrees and consents to the covenant herein contained and agrees further 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 and those persons described in paragraph 1 hereof.

IN WITNESS WHEREOF, Applicant has hereunto set his hand this 10th day of June 1983

IN THE PRESENCE OF

The Young Men's Christian Association of Lincoln, Lancaster County, Nebraska, a non-profit corporation
By Loren R. Anderson
Dorrell K. Stark, President
Vice-President

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

Before me, a notary public qualified for said county, personally came Loren R. Anderson ~~Dorrell K. Stark~~ Vice-President of

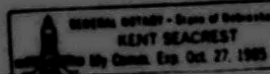
The Young Men's Christian Association of Lincoln Lancaster County, Nebraska a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on this 10th day of June, 1983.

Kent Seacrest

Notary Public

My commission expires: 10-27-85



Parcel 1:

Commencing at the Northeast corner of Lot A, Imhoff and Hyatt's Subdivision, of Lots 1, 2, and 3, Block 42, Lincoln, Lancaster County, Nebraska; thence West along the South line of the Right of Way Line of "P" Street a distance of 50.83 feet; thence South along a line intersecting the South property line of Lot A at a point 50.48 feet West of the West line of the Right of Way line of North 11th Street a distance of 108.67 feet; thence East along the South property line of Lot A to a point of intersection with the West Right of Way Line of North 11th Street a distance of 50.48 feet; thence North along the West Right of Way Line of North 11th Street a distance of 108.67 feet to the point of beginning; continuing a calculated land area of 5,504.67 square feet, more or less.

INDEXED
MICRO-FILED
GENERAL

2-560
Misc

LANCASTER COUNTY REC.

Don J. [unclear]

REGISTER OF DEEDS

1983 JUN 15 PM 2:57

\$6.25

FILED FOR RECORDS
INST. NO. 83-11086

*Jim Felton
City Planning*