

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 4549
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 13th DAY OF December A.D. 19 96
AT 9:59 O'CLOCK P.M. AND RECORDED IN BOOK
261 AT PAGE 60-63
COUNTY CLERK Charlotte Peterson
DEPUTY Jaren Madson

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FILED

96 DEC 13 PM 2:59

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

AGREEMENT

This Agreement made this 10th day of Dec, 1996, by and between the City of Blair, Nebraska, hereinafter referred to as "Blair", and SKN DEVELOPMENT, hereinafter referred to as "Customer".

WITNESSETH:

Whereas, Customer has made a request to Blair and hereby makes application for water from within the municipality, said water to be utilized at Customer's personal residence which is located on the following described real estate, to-wit:

OAK PARK 4 SUBDIVISION - MAIN SUBMETER

Whereas, under the terms and conditions as set forth herein, Blair is willing to sell Customer city water.

NOW, THEREFORE, BE IT AGREED by and between the parties that for and in consideration of One Dollar and mutual benefits to be derived by both parties hereto, the specific receipt thereof being hereby acknowledged, it is agreed as follows:

1. Customer shall be allowed to purchase water from Blair at a place to be designated by the Director of Public Works of Blair. Prior to installation of the meter and tap, Customer shall submit to the City of Blair plans and specifications acceptable to Blair for such tap and such tap shall be made in accordance with all plans, specifications, and requirements of Blair. Such specifications and requirements shall include but not be limited to

Recorded _____
Clerk _____
Deputy _____
Recorder _____

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the installation of a back flow preventer. Such tap shall be such size as required by Blair and all materials and supplies therefore, excepting the water meter, shall be paid for by Customer. Customer shall notify Blair, prior to commencement of construction and at such intervals as specified by the Director of Public Works the construction that will be performed so that inspection by Blair can be performed.

2. Customer shall be subject to Blair's usual and standard procedures for discontinuance of service. Customer shall also pay to Blair a \$ 250.00 tap fee prior to the time of connection to Blair's water system.

3. It is agreed by and between the parties hereto that Blair makes no representations, covenants, or warrants as to the volume, velocity, pressure, or quality of the water provided to Customer after connection to the municipal water system. It is further understood and agreed that the City of Blair is not responsible for nor shall any water system constructed or utilized by Customer beyond the tap into the municipal water system be considered as a part of the municipal water system. Blair shall have no liability or responsibility to provide licensed operators for any system to which Customer may supply water as may be required by any State of Nebraska agencies. Blair shall have no liability or responsibility for maintenance or repairs to any line or water system constructed or utilized by Customer. Blair shall not be responsible for nor have any liability to Customer or any other person or persons receiving water from Customer for fire protection or the availability of water for fire protection purposes. Customer

agrees to indemnify and save harmless Blair from any and all claims, causes of action, suits, or any other liability of any nature or kind whatsoever and brought by the Customer or any other person or entity for damages or injuries resulting in any way from the provision of water service under this agreement. Such indemnification shall also include attorney fees, costs, and all expenses incurred in the defense of such action.

4. Unless earlier mutually terminated, this contract shall terminate twenty-five (25) years from the date hereof.

5. The charges by Blair to Customer for water provided may be adjusted from time to time by the Mayor and City Council of Blair. The Customer shall also be subject to all other rules and regulations of the City of Blair as pertains to its customers of the municipal water system, including but not limited to payment, deposit, and shut off regulations.

6. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of Customer. This agreement shall also specifically run with the land with respect to the real estate described hereinabove and shall be binding upon all grantees, assignees, and subsequent owners of such real estate. The Customer shall be responsible for and shall file a copy of this agreement against said real estate in the office of the County Clerk of Washington County, Nebraska, prior to Blair's providing water service to the premises.

CITY OF BLAIR, NEBRASKA

BY *Michael Mines*
Michael Mines, Mayor

ATTEST:

Alice I. Diedrichsen
Alice I. Diedrichsen, City Clerk

SKN DEVELOPMENT
Customer
BY *[Signature]*