

AGREEMENT

FILED  
93 JUN 18 AM 8:11  
CHARLOTTE S. SEBASTIAN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

This Agreement made this 6<sup>th</sup> day of August, 1991, by  
Between the City of Blair, Nebraska, hereinafter referred to  
as "Blair", and Pat Nichols, 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:

See attached

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 ac-  
ceptable 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 the installation of a back flow preventer.  
Such tap shall be such size as required by Blair and all materi-

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als 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 remit to Blair the sum of \$ 50.00 as a deposit to insure timely payment of all charges for water provided to Customer. In the event all bills for a period of three (3) years are paid by Customer on or before the 10th day of each month during which they become due, said deposit shall be returned to Customer less an amount equal to the average monthly water bill to Customer during said three year period. 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 warranties 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 Jerome Jenny  
Jerome Jenny, Mayor



Alice I. Diedrichsen  
Alice I. Diedrichsen, City Clerk

Bob R. [Signature]  
Customer

Recorded: 7  
C: 7  
L: \_\_\_\_\_

STATE OF NEBRASKA COUNTY OF WASHINGTON) ss 2857  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 15th DAY OF June A.D. 19 93  
AT 8:44 O'CLOCK A M. AND RECORDED IN BOOK  
217 AT PAGE 215-219  
COUNTY CLERK Charlotte J. Petersen  
DEPUTY Harmon Madson

From the Northwest corner of Section 19, T18N, R12E of the 6th P.M. in Washington County, Nebraska, N89°47'25" East, assumed bearing, 630.36 feet, thence South 55°51'35" East 670.00 feet, thence South 72°27'30" East 566.6 feet along the southerly highway U.S. 75 right-of-way, thence South 61°26'58" East 83.99 feet, thence South 20°15'50" East 95.71 feet, thence South 54°41'53" West 721.23 feet, thence South 7°19'44" West 17.0 feet to the Point of Beginning, thence South 7°19'44" West 931.0 feet, thence South 41°29'05" West 311.37 feet, thence North 89°47'00" West 257.0 feet, thence North 26°14'48" West 178.0 feet, thence North 63°44'48" West 264.5 feet, thence North 0°15'17" West 500.00 feet, thence South 75°02'19" East 473.46 feet, thence North 7°19'44" East 493.46 feet, thence North 88°13'00" East 380.0 feet to the Point of Beginning, subject to easement for possible future road dedication on the East 33 feet of the North 300 feet of said tract.

EXHIBIT "A"