

AGREEMENT

1976 MAY 27 AM 11:19

WHEREAS, the undersigned are the owners of Lots One through Eighteen (1 - 18) inclusive, of Pioneer Hills, a subdivision of Section Seventeen (17), Township Seventeen (17) North, Range Twelve (12), East of the Sixth Principal Meridian in Washington County, Nebraska, and,

WHEREAS, each lot owner has a 1/18 interest in and to the water system and have the obligation to pay for the maintenance and repair of said system when they are physically connected to the water system, and,

WHEREAS, said owners are desirous of entering into an agreement binding on all of the said owners setting forth the manner of said payment,

NOW THEREFORE IT IS AGREED by and between said parties as follows:

1) Said owners will meet annually, and at said meeting appoint an agent to pay the cost of the maintenance of said system and to assess and collect said expenses from the land owners on the basis hereinafter set forth.

2) As each lot owner connects to the water system, the owner(s) of said lots will have a water meter installed. Lot owners connecting with outside hydrant shall have a water meter installed on hydrant when in use. The water meters will be read once a month and the agent appointed by the lot owners will apportion the cost of the electricity bill for pumping the water to each lot owner according to the following formulae:

$$\text{Cost per lot owner} = \frac{\text{Water used by said lot owner}}{\text{Water used by all lot owners}} \times \text{Cost}$$

He or she will collect the money from each lot owner that is connected to the water system each month, and pay the electricity bill.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 2055
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 27th DAY OF May A.D. 1976
AT 11:19 O'CLOCK A.M. AND RECORDED IN BOOK
108 AT PAGE 524-528
COUNTY CLERK Charlotte A. Petersen
DEPUTY Karen Paulsen

3) Water meters installed on hydrants.

The procedure for installing or removing water meters from hydrants shall be as follows:

The agent as set forth shall be present for the installation or removal of the meter and will at that time record the meter reading.

Hydrants on property the lot owner is not residing upon shall be padlocked when not in use.

4) \$10.00 assessment shall be paid by each lot owner upon initial connection to the water system. This fund will be used to pay electricity bill when due if the monthly payment, from all owners have not been received. Therefore electricity bill will not become delinquent and penalty charged by power company.

The total sum of all assessments shall be maintained by the agent.

5) Lot owners currently connected to the water system and using the water, shall have a water meter installed by 1 April 1976. Lot owners that are connected to the water system who have not installed meters by then, shall pay a monthly bill equal to the highest bill paid by any one lot owner.

6) Fire hydrants connected to the water system shall be used only to put out fires. No structures, walls, or any other obstructions will be erected within 25 feet of any fire hydrant. This agreement is intended to prevent the obstructing of fire fighters from obtaining water.

7) If, in the judgement of the agent, a water meter appears to be reading incorrectly, he shall have the authority to order a check and repair or replacement of said meter.

8) The agent shall obtain casualty insurance on the well system and assess each lot owner on a 1/18 of the premium cost. The minimum coverage of this policy shall be \$2,567.50; the present replacement estimate.

9) Costs of maintenance and repairs of the water system will be borne by the lot owners connected to the system on the basis of water used per lot owners per year, per meter, from the time the lot was connected to the water system.

10) The agent appointed by lot owners connected to the water system will be compensated for reading meters and pro-rating the cost of the electricity bill and repairs, and the paying of these bills. A fee of Fifty cents (50¢) per month will be paid by each lot owner using water. An agent will be appointed at each annual meeting and the fee for the agent agreed upon by the lot owners.

This Agreement shall be binding upon the parties hereto, their heirs, and assigns and successors in title of interest.

Dated this 20th day of March, 1976.

OWNERS OF LOTS IN PIONEER HILLS,
SUBDIVISION OF WASHINGTON COUNTY,
NEBRASKA:

Robert C. DeMachewicz Sr.
Donald L. DeMachewicz

Lot 1 Owners in Pioneer Hills

X Orville S. Papp
X Ophelia G. Papp

Lot 2 Owners in Pioneer Hills

X Orville S. Papp
X Ophelia G. Papp

Lot 3 Owners in Pioneer Hills

X Dr. J. Lattialo
X Terothy J. Lattialo

Lot 4 Owners in Pioneer Hills

Joyce A. Bolte
Allen Roy Bolte

Lot 5 Owners Pioneer Hills

Wayne L. Hanson
Patricia S. Hanson

Lot 12 Owners Pioneer Hills

Eugene C. Johnson
Corinne J. Johnson

Lot 6 Owners Pioneer Hills

Everett R. LaBore
Estaine M. LaBore

Lot 13 Owners Pioneer Hills

David Hill

Shari L. Benoit
Steve Benoit

Lot 7 Owners Pioneer Hills

Lot 14 Owners Pioneer Hills

Frank
Shirley Kaestner

Ronald P. Mitchell
Jayne M. Mitchell

Lot 8 Owners Pioneer Hills

Lot 15 Owners Pioneer Hills

Gary D. Churchill
Ann Churchill

Karen Casey
Robert Casey

Lot 9 Owners Pioneer Hills

Lot 16 Owners Pioneer Hills

Leo Blumer
Dipic J. Blumer

Olympe J. Boyle
Larry R. Boyle

Lot 10 Owners Pioneer Hills

Lot 17 Owners Pioneer Hills

Gary L. Battista

John D. Jones

Lot 11 Owners Pioneer Hills

Lot 18 Owners Pioneer Hills

STATE OF NEBRASKA }
COUNTY OF Douglas }

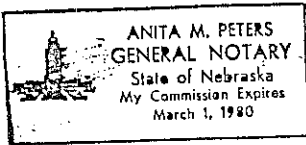
:ss: On this 20th day of March
1976, before me, the undersigned a

Notary Public, duly commissioned and qualified for in said
county, personally came Robert C. DeMaulmeister and
Donna S. DeMaulmeister, Orville E. Goppe
and Ophelia S. Goppe, D. R. Battista and
Dorothy J. Battista, Allen Roy Bolte and
Joyce A. Bolte, Eugene C. Johnson and
Corinne J. Johnson, David Hill Thomas,
D. Kaestner and Shirley J. Kaestner, Gary
D. Churchill and Ann Churchill, Leo
W. Blumer and Dipic J. Blumer,

Terry J. Battista, Wayne T. Hanson and
Patricia J. Hanson, Everett R. LaBore and
Elaine M. LaBore, Steven M. Benoit and
Shari L. Benoit, Ronald G. Mitchell and
Joyce M. Mitchell, Karen Carey and Robert
Carey, Olga J. Boyles and Larry R. Boyles,
John D. Young

to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledge the execution thereof to be his, her or their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Anita M. Peters
Notary Public

My Commission expires: March 1, 1980