



BK 1362 PG 142-142



MISC 2000 17117

REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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RECEIVED

46-36544

Reserved for Register of \_\_\_\_\_ Is \_\_\_\_\_

### WATER MAIN EXTENSION AGREEMENT

District Job No. WC 9036

THIS AGREEMENT, entered into on June 12 2000, between METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District") and Anthony Prismantis ("Applicant"), witness:

In consideration of the sum of Ten Thousand Two Hundred Fifty and 74/100 Dollars (\$ 10,250.74 ) paid by Applicant to the District, receipt of which is acknowledged, District agrees to install as soon as is reasonably possible

292± of 6" D.I.P.J. water main in So. 57th Street from "R" Street to "Q" Street

together with such appurtenances as the District may deem necessary. This consideration includes applicant's estimated share of the cost of installing the main and appurtenances (\$ 10,369.74 ) and filing fee for recording the Water Main Extension Agreement (\$ 6.00 ) less the application for private line fee (\$ 125.00 ).

If the estimated cost for the work above, is not sufficient to cover the actual cost of the work, applicant shall pay to the District applicant's share of the actual cost over estimated cost. If the actual cost for the work above is less than estimated, the difference in applicant's share of the cost shall be refunded to the Applicant.

When the payment and this signed agreement is received, the District will request authorization to install this main and initiate the design and construction process. At that time, if water service is required for Lots 1 & 2 Southside Acres Replat II prior to the water main installation, an interim water service line may be installed. Applicant shall abandon the interim water service line within 12 months of when the water main is placed in service, and shall connect to the abutting water main in front of Applicant's property. If authorization is not received, payment will be refunded.

This interim water service line shall not be used to provide water to more than one structure or to any structure subsequent to the existing structure or the planned structure for which this permit was granted, except as otherwise provided in the Water Rules and Regulations.

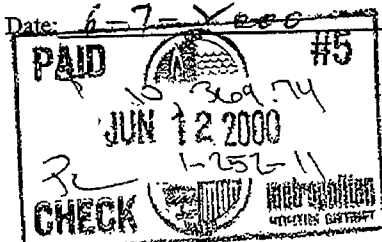
This agreement shall run with the property and be binding upon the parties, their successors, grantees, heirs or representatives.

Signature of Owner(s)

By: Anthony Prismantis  
Anthony Prismantis  
Title: Owner

METROPOLITAN UTILITIES DISTRICT OF OMAHA

By: June E. Sohn  
Assistant General Manager  
Date: 6/12/00



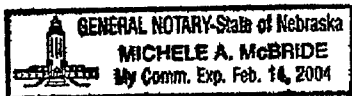
APPROVED AS TO FORM:

[Signature]  
General Counsel  
Date: 6-9-00

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss

This instrument was acknowledged before me on June 8<sup>th</sup>, 2000, by Anthony Prismantis

Name of Owner(s) -



Michele A. McBride  
Notary Public

FOR MUD USE ONLY

- Owner's mailing address: 4771 S. 162nd Avenue, Omaha, NE 68117

Form 1691 4/99

--Legal Description--  
Lots 1 and 2 South Side Acres Replat 2 being a Replatting of the N. 1/2 of Lot 9, South Side Acres Replat 4, a Subdivision in Douglas County, Nebraska, NKA Lots 1 and 2 South Side Acres Replat 4, Mana, Man

MUD  
1723 Hawkey  
Omaha Ne. 68102

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