

CONTRACT FOR SPECIAL WATER SERVICE

THIS AGREEMENT made and entered into this 22 day of June, 1948, by and between METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, hereinafter called the "District" and U. S. NATIONAL BANK AND GEORGE DOANE KELLER, TRUSTEES OF CHARLES B. KELLER ESTATE, OF OMAHA, NEBRASKA, hereinafter called the "Applicant".

WHEREAS, the applicant is the owner of the following described real estate, to-wit:-

East 1/2, except Pinecrest Addition, of that part of the Northwest 1/4 of Section 2, Township 15, Range 12, East of the 6 P.M. line west of Military Avenue

WHEREAS, said tract of land is situated beyond the corporate limits of the City of Omaha and adjacent to the District's water main in Military Avenue and upon which tract the applicant desires a City water service from the plant and system of the District to supply a single private residence, and

WHEREAS, the general vicinity in which this residence is located consists of large tracts not yet platted for residential purposes and in which no main extension districts have been created by the District, but in which further extensions, developments and water main districts will have to be created in the future as this general area develops, and

WHEREAS, Applicant understands that no special privilege can be granted by the District which will in any way interfere with the orderly development of the District's system of water mains and service and the provision for such service for the benefit of other property owners in that general area upon uniform terms and conditions in the future;

NOW, THEREFORE, WITNESSETH: The District grants to Applicant a special revocable license, privilege and permit to make a temporary emergency connection to the District's main in Military Avenue for the purpose of securing the temporary supply of water for the residence situated on the above described tract of land.

Water service to Applicant shall at all times be subject to the rates, rules and regulations of the District as established from time to time and the Applicant shall execute the regulation form of application for water service as now or hereinafter provided by the District.

Applicant shall construct, inspect, maintain, repair and replace and assume all risks in connection with his service line from the main into and about his premises. The installation by the Applicant of his service pipe, water meter, and tap, shall be under the supervision of and subject to the approval of the District, and no extensions or alterations of said service shall be made without the consent of the District.

Applicant agrees that the right to a private water service connection from said main shall be confined to the residence for which application is herein made and the ground immediately adjacent thereto and shall not extend to any other residence or improvement nor any other purpose or type of use; because this contract is a contract for special service prior to the subdivision of this property, and prior to the creation of any improvement and assessment district, and prior to any general plan or scheme for the establishment of water mains in this vicinity, it is expressly understood and agreed that the District, notwithstanding this Contract, reserves and remains in full possession of its right to in the future establish Water Main Districts and assess charges for benefits or make general contract extensions upon the basis of agreed charges, including, but not limited to, the subdivision of the real estate now owned by the Applicant; the only

exception to this reservation of power being that the Applicant shall continue to have the right to maintain the service to the single residence contemplated and authorized by this Agreement and that the frontage paid for shall have the right to continuous service for a depth of 150 feet back from Military Avenue without further charge or assessment.

It is also specifically understood and agreed that this Contract is not only for the benefit of the Applicant herein named, but is also for the use and benefit of the land above described and all present and future owners thereof, and it shall be binding upon and inure to the benefit of the parties hereto, their grantees, transferees, successors, heirs and assigns, it being the specific intention of the parties that this Contract shall constitute a covenant running with the land.

Witness:

METROPOLITAN UTILITIES DISTRICT OF OMAHA

By

W. S. Byrne

W. S. Byrne, General Manager

Witness:

APPLICANT

U. S. National Bank

by C. Y. Offutt, V. P.

and George Doane Keller

TRUSTEES OF CHARLES B. KELLER ESTATE

STATE OF NEBRASKA)

SS

COUNTY OF DOUGLAS)

On this 30th day of June, 1948, before me a Notary Public, duly commissioned and qualified in and for said county, personally appeared the above C. Y. OFFUTT, VICE PRESIDENT OF U. S. NATIONAL BANK AND GEORGE DOANE KELLER

who are to me known to be the identical persons who subscribed the foregoing instrument and acknowledge the same to be their voluntary act and deed.

I have signed my hand and Notarial Seal the day and year aforesaid.



W. S. Byrne
Notary Public

34

ATTEST IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
By *August 1948* 2:57 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

165