

13-15-10

BOOK 514 PAGE 525  
South of us

AGREEMENT FOR USE OF WATER

WHEREAS Emil Smolik and Lillian L. Smolik, parties of the first part are owners of Crest Mobil Park, located in the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 13, 15-10 Douglas County, Nebraska, and that they have constructed a new well to supply water, primarily for the trailer Court, said well being located along east right-of-way line of County Road 93-D (Skyline Drive), with a water line running from said well, along the east right-of-way of County Road 93-D (Skyline Drive) in NE $\frac{1}{4}$  of Sec. 13, T 15 Range 10, Douglas County, Nebraska.

AND WHEREAS, Erwin Klabunde and Elaine Klabunde, parties of the second part are owners of the South 24 acres of the East  $\frac{1}{2}$  of NW $\frac{1}{4}$  of Sec. 13, T 15 R 10, Douglas County, Nebraska That second parties are desirous of obtaining a water supply from the water line of the first parties.

IN CONSIDERATION OF ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS, the parties of the first part hereby grant to the second parties the right to connect to the water line of parties of the first part, on the following terms and conditions:

- a. The tapping of the water line of first parties by a water line of second parties, not over 3" in diameter and the installation of the line of the second parties, to be entirely at the expense of the second parties. (Second parties to assume all responsibility for construction and maintenance of their water line).
- b. The first parties agree to furnish a wet line at all times, (except during times of emergency). However, in event the line would be totally abandoned, then the obligation of first parties or their assigns to furnish water to second parties or their assigns is to be terminated at that time.
- c. The water service furnished by first parties is a wet line only, and second parties shall at their own expenses furnish the pressure for their line. (If in the future the first parties would elect to put their line under pressure, they may do so).
- d. The water furnished to second parties is limited to not more than 5 domestic users. There is not to be over 5 individual homes attached to said line. There are not to be over 5 individual homes. There are not to be any commercial use or any feed lots furnished off these lines, except for pleasure horses used by occupants of dwelling.
- e. Second parties to install a water meter and to pay for water at the same rate as is charged by the City of Elkhorn to their domestic users. This bill to be paid to first parties on a quarterly basis, and in event said bills are not paid, the first parties may, after 30 days notice to the second parties, disconnect the water line of second parties.
- f. In the event first parties shall sell the Crest Motor Court, or the well, the obligations and rights of the first parties are to be assumed by the assigns of the first parties. In the event second parties sell all or part of their land, the obligations and rights of parties of the second part are to be assumed by assigns of

second parties. The obligations to pay water bills, as outlined in this contract, are to be assumed by the buyers of second parties land.

This water agreement shall run with the land, and be binding on the heirs and assigns, executors and administrators of all parties hereto.

DATED this 20 day of September, 1972.

Parties of Second Part

Parties of First Part

Erwin Klabunde  
Erwin Klabunde

Emil Smolik  
Emil Smolik

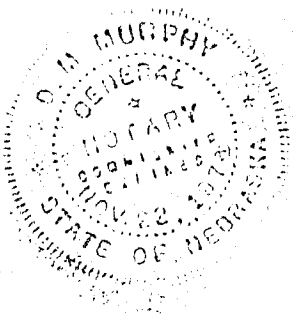
Elaine Klabunde  
Elaine Klabunde

Lillian L. Smolik  
Lillian L. Smolik

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

On this 30 day of September, 1972, before me a Notary Public in and for said County, personally came the above named Erwin Klabunde and Elaine Klabunde, husband and wife, parties of the second part; and Emil Smolik and Lillian L. Smolik, husband and wife, parties of the first part, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal on September 30, 1972.



D. M. Murphy  
Notary Public

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3 OCTOBER 1972 AT 3:45 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS