

CONTRACT FOR SPECIAL WATER SERVICE  
AND COVENANT RUNNING WITH THE LAND

THIS AGREEMENT made and entered into this 3rd day of February, 1948, by and between METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, hereinafter called the "District" and GWYER H. YATES and CHRISTINE YATES, husband and wife, both of Omaha, Nebraska, hereinafter called the "Applicant".

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

East 300 feet of the north 150 feet, except street, of the northwest 1/4 of the northeast 1/4 of Section 22, Township 15, Range 12, and having a frontage on Cass Street of 300 feet

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 Cass Street and upon which tract the Applicant desires a City water service from the plant and system of the District to partially supply the existing premises, and more particularly located and designated on the plat attached herewith,

WHEREAS, the general vicinity in which these premises are 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: That for and in consideration of the privilege granted by the District permitting a special water service connection to be made with the District's water main, the Applicant agrees to pay to the District the sum of Two Hundred Forty Dollars (\$240.00) upon the execution of this Agreement, the receipt of which is hereby acknowledged.

It is agreed and understood that the total amount set forth above is payable in lieu of the special levy which might otherwise have been assessed against the area herein granted the right to permanent service.

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, and his right to use water shall be confined to the usual domestic and fire purposes.

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 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 extension 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 area herein granted the right to permanent service. 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 unrestricted 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 continuous service for a depth of 150 feet back from Cass Street for the frontage of 300 feet 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 successors, heirs and assigns, it being the specific intention of the parties that this Contract shall constitute a covenant running with the land.

METROPOLITAN UTILITIES DISTRICT OF OMAHA

Witness:

[Signature]

[Signature]  
W. S. Byrne, General Manager

APPLICANT

Witness:

[Signature]

[Signature]  
Gwyer H. Yates

[Signature]  
Christine B. Yates

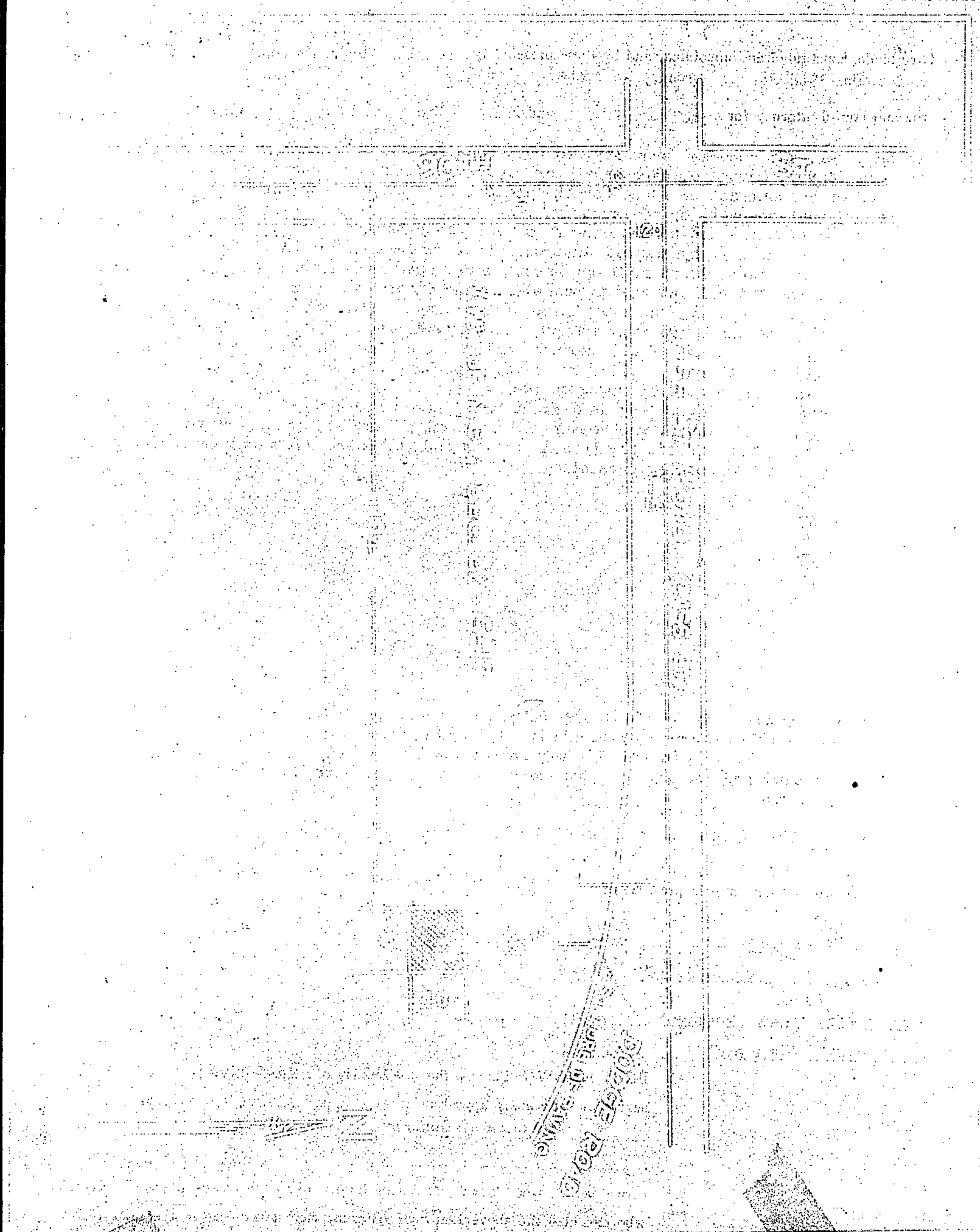
STATE OF ~~NEBRASKA~~ <sup>California</sup>  
COUNTY OF ~~DOUGLAS~~ <sup>Santa Barbara</sup>

On this 3rd day of February, 1948, before me a Notary Public duly commissioned and qualified in and for said county, personally appeared the above Gwyer H. Yates and Christine B. Yates, husband and wife, who are to me known to be the identical persons who subscribed the above instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial seal the day and year aforesaid.

[Signature]

Notary Public  
My commission expires July 22, 1950



DOUGLAS COUNTY  
 REGISTER OF DEEDS  
 OFFICE OF CLERK

1.11.48 11:03 A.M.

2. Entered in Numerical Index and recorded in the Register of Deeds Office in Douglas County, Nebraska, 19 day Febr. 1948, at 11:03 A.M. Thomas J. O'Connor, Register of Deeds. # 2,35