

MISC. BOC

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MISCELLANEOUS RECORD No. 16

growing out of said water service, and specifically grant the right to the City to foreclose any such lien in the manner of the foreclosure of real estate mortgages under the laws of the State of Nebraska, including the right to sell said property to satisfy said lien and the costs of foreclosure.

9. Applicants hereby agree and consent to the covenants herein contained, and further covenant that this agreement is specifically made with reference to the hereinbefore described real estate, and that said covenants shall attach to and run with the above described real estate and shall be binding upon said Applicants their agents, lessees heirs, executors, administrators, successors, grantees, and assigns.

IN WITNESS WHEREOF, Applicants have hereunto set their hand this 18 day of May, 1937.

IN THE PRESENCE OF:

Helen M. Stein

Marion L. Stark

Achsah Stark

O.K. 5/21/37. G.L.P.

STATE OF NEBRASKA, }
LANCASTER COUNTY. } SS.

On this 18 day of May, 1937, before the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County personally came Marion L. Stark and Achsah Stark, husband and wife, to me known to be the identical persons who signed and executed the foregoing instrument and acknowledged the same to be their voluntary act and deed for the purpose therein expressed.

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

Helen M. Stein
Notary Public.

My Commission expires,
September 15, 1939.

*****P*****

Agreement

Woods Brothers Company

To

City of Lincoln

Filed for Record

August 5, 1937 at 9:00 A.M.

J. G. Vaughan,
Register of Deeds

By A. L. Kenney
Deputy

Fee \$1.25

WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Woods Brothers Company of Lancaster County, Nebraska, hereinafter called "Applicant", having heretofore made application to the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City", for water service to be furnished from its system of water works to the following described premises, to-wit: Lots Four (4) Five (5), Six (6), and Seven (7), Block Nine (9), Woods Bros. Lakeview Acres, a sub-division located in the south half of the southeast quarter of Section 21, Township 10 North, Range 6 East of the Sixth P.M., Lancaster County, Nebraska, hereby represent that ^{it is} he the owner of the above described premises, and in consideration of the furnishing of such water service to the above described premises by the City, Applicant covenants with the City as follows:

1. Applicant hereby agrees that the water furnished hereunder shall be used only for the purpose of supplying said above described premises, and that no other connection or taps shall be connected therewith.

2. Taps and connections shall be made for the Applicant, only in the manner set forth in the ordinances of the City for making taps and connections to premises located within the city limits; and Applicant shall construct and maintain a meter pit in the manner, of such material and at the location designated by the Water Department of the City, and shall install therein

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a water meter of the type now in use by the consumers of the City.

3. Applicant further agree that all the laws, ordinances and rules of the City, including the provisions of the Water and Plumbing Ordinances of the City, shall govern in all respects said water service, including all connections, pipes, plumbing and appliances connected with said water service, the same as if said premises were located within the city limits, and further that he will abide by and conform to all such rules, ordinances and laws.

4. Applicant further specifically agree-that before any connections are made to the City's water system, all plumbing on the above described premises shall be installed strictly in accordance with the ordinances of the City relating to the installation and maintenance of plumbing within the limits of the City, including the inspection thereof, procuring permits therefor, and payment of all required fees, the same as if said premises were located within the city limits. Applicant further agree-that said plumbing shall be maintained and used strictly in accordance with the ordinances of the City pertaining thereto.

5. Applicant grant-to the city, and to its agents, including the officers and employees of its Water Department and Plumbing Inspectors, the right and authority to enter the above described premises for the purpose of inspecting all pipes, connections, plumbing and all other appliances connected with said water service.

6. Applicant further covenant-that the City may cancel this agreement at any time by giving Applicant-agents, lessees, heirs, executors, administrators, grantees, or assigns, thirty (30) days' notice thereof, and that this agreement may be cancelled on the margin of the records in the Register of Deeds Office of Lancaster County, Nebraska, where this agreement is recorded.

7. Applicant further agree-to pay all charges, penalties, rents, meter charges, service charges, and charges for water furnished hereunder, at the rate fixed from time to time by the ordinances of the City, and rules and regulations of the Water Department of the City.

8. Applicant hereby grant-and give-to the City a lien upon the above described premises for all water rent, meter charges, penalties and all other just and reasonable charges growing out of said water service, and specifically grant the right to the City to foreclose any such lien in the manner of the foreclosure of real estate mortgages under the laws of the State of Nebraska, including the right to sell said property to satisfy said lien and the costs of foreclosure.

9. Applicant hereby agree-and consent-to the covenants herein contained, and further covenant that this agreement is specifically made with reference to the hereinbefore described real estate, and that said covenants shall attach to and run with the above described real estate and shall be binding upon said Applicant-agents, lessees, heirs, executors, administrators, successors, grantees, and assigns.

IN WITNESS WHEREOF, Applicant has hereunto set its hand / and corporate seal this-day of May, 1937.

IN THE PRESENCE OF
V. Rouse

Woods Brothers Company
By Geo. J. Woods, Vice Pres.
By W. H. Johnson, Sec'y

O.K. 5/2/37 G.L.P.

STATE OF NEBRASKA,
LANCASTER COUNTY.

SS.

On this 17th day of May, 1937, before the undersigned, Vivian Rouse a Notary Public, duly commissioned and qualified for and residing in said County personally came Geo. J. Woods, Vice-President and W. H. Johnson, Secretary of Woods Brothers Company to me known to be the identical persons who signed and executed the foregoing instrument and acknowledged the same to be their voluntary act and deed for the purpose therein

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