

**WATER SERVICE AGREEMENT**

FROM

*James N. Arriago*

TO

*City of Lancaster*

STATE OF NEBRASKA  
LANCASTER COUNTY.

Entered in Numerical Index and filed for record  
in the Register of Deeds Office of said county the  
4 day of January 1958  
at the hour of 11 o'clock and 30 minutes  
P.M. and duly recorded in book  
of deeds on page

*W. H. H. H.*  
Register of Deeds.

8.20 Deputy.

*James N. Arriago*  
4930 Murchison

**WATER SERVICE AGREEMENT 17**

KNOW ALL MEN BY THESE PRESENTS: That Josephine Ann Arriago and James N. Arriago  
wife and husband,  
of Lancaster County, Nebraska, hereinafter called "Applicant s", 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: Lot 6, Block 9, Woods Bros. Lakeview

Acres, in Lancaster County, Nebraska

hereby represent that they are the owners of the above described premises, and in consideration of the furnishing  
of such water service to the above described premises by the City, Applicant s covenant with the City as follows:

1. Applicant s hereby agree that the water furnished hereunder shall be used only for the purpose of  
supplying said above described premises; and that no other connections or taps shall be connected therewith.
2. Taps and connections shall be made for the Applicant s 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 s 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 a water meter of the type now in use by the consumers of the City.
3. Applicant s 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 they will abide by and conform to all such rules, ordinances and laws.
4. Applicant s 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 s further agree that said plumbing shall be maintained and used strictly in accordance with the ordinances  
of the City pertaining thereto.
5. Applicant s 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 s further covenant that the City may cancel this agreement at any time by giving Applicants  
their 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 s 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 s 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 s further hereby waive any defense that he may have in the future to any assessment by the  
City for any water district that may be established in the vicinity of the above described premises by the City in the  
event the above described premises are included within the corporate limits of the City, to the extent of a six inch  
service but not for any service over such six inch service.
10. Applicant s further agree that the supply of water and water service hereunder shall at all times be  
controlled by the City, and in the event of any emergency, within the discretion and judgment of the City, the supply  
and service may be temporarily suspended by the City and Applicant s, for themselves, their heirs, executors,  
administrators, agents, personal representatives, successors and assigns, hereby waive any and all claims of whatever  
kind, character or nature for damages that they may have or claim to have on account of such suspension of said water  
service.

11. Applicant's further agree that they will not use this water service for irrigation purposes without first receiving written permission from the City Water Department. Failure to obtain written permission for use of water for irrigation purposes from this service will be cause to discontinue service.

12. Applicant's further 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, s have hereunto set their hand this 18 day of

April, 1958

IN THE PRESENCE OF:

Josephine Ann Arango  
James N Arango

aks  
4/18/58

STATE OF NEBRASKA,  
LANCASTER COUNTY.

ss.

On this 18 day of April, 1958, before the undersigned,

a Notary Public, duly commissioned and qualified for and residing in said County personally came

to me known to be the identical person who signed and executed the foregoing instrument and acknowledge the same to be a voluntary act and deed for the purpose therein expressed.

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

Notary Public

My Commission expires, 12/31/1960

INDEXED  
GENERAL  
COMPILED

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Deputy.