

10259

3-28-89/jmf

EXECUTIVE ORDER NO. 36300

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby release the real estate legally described as Lot 205 of Irregular Tracts located in the NE1/4 of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska from the Water Service Agreements, copies of which are attached and described as follows:

1. Water Service Agreement dated March 3, 1953, recorded April 30, 1953, in Book 48, Page 135, records of Lancaster County, Nebraska;
2. Water Service Agreement dated January 12, 1956, recorded March 9, 1956, in Book 59, Page 115, records of Lancaster County, Nebraska;
3. Water Service Agreement dated May 30, 1979, recorded July 5, 1979, as Instrument No. 79-16595, records of Lancaster County, Nebraska; and
4. Water Service Agreement dated February 28, 1980, recorded March 5, 1980, as Instrument No. 80-3715, records of Lancaster County, Nebraska.

The foregoing Water Service Agreements are no longer needed by the City of Lincoln on the above-referenced real estate.

The City Clerk is hereby directed to contact Mr. Peter W. Katt, attorney at law, 474-6900, for purposes of filing this Executive Order with the Lancaster County Register of Deeds.

Dated this 21st day of April, 1989.

Bill Harris
Bill Harris, Mayor

APPROVED AS TO FORM AND LEGALITY: DIRECTOR APPROVAL:

Don W. Tante
Assistant City Attorney

Richard A. Erixson
Richard A. Erixson, Director
Public Works

STAFF REVIEW COMPLETED:

Dale C. [Signature]
Administrative Assistant

Jerry Christ
Jerry Christ, Chief Engineer
Water Works

WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that

Edgar B. Smith & Dorothy
Smith & Dorothy
 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:
N.W.H.S. & C. 13 T. 10 N. R. 6 E. North 200 feet of Lot 76
in Lancaster County, Neb.

hereby represent that 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 connections or taps shall be connected thereto.
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 water 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 further agrees 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 agrees 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 agrees that said plumbing shall be maintained and used strictly in accordance with the ordinances of the City pertaining thereto.
5. Applicant grants 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 covenants that the City may cancel this agreement at any time by giving Applicant agents, lessees, heirs, executors, administrators, trustees, or assigns, thirty (30) days' notice thereof, and that this agreement may be cancelled on the expiration of the records in the Register of Deeds Office of Lancaster County, Nebraska, where this agreement is recorded.
7. Applicant further agrees to pay all charges, penalties, rents, water 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 further covenants that a water meter shall be installed near the tap in the sewer main near 27th Street and Leighton Street, and that Applicant will accept and pay for billings for any difference in the registration of said water meter and the sum total of Applicant's own individual meter in proportion to the use each individual meter on said main bears to the total amount of all individual meters, such charges to be a separate item on the water bill to be rendered by the City.
9. Applicant further covenants that he will permit others to tap the supply main for water service at a cost that will be just and equitable and at no profit to Applicant, and Applicant will not resell any water at a profit.
10. Applicant hereby grants and gives to the City a lien upon the above described premises for all water rent, water charges, penalties and all other just and reasonable charges growing out of said water service, and specifically grants 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.
11. Applicant further hereby waives 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.
12. Applicant further agrees 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, for and against, hereby waives 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.
13. Applicant further agrees that he 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.

14. Applicant further hereby agree and consent to the covenants herein contained and further covenant that this agreement is specifically made with reference to the heretofore 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 their hands this 3rd. day of March 1933.

IN THE PRESENCE OF

X George Peterson

X Ethel J. Walton

Lucas Peterson
Alvina P. Peterson
John C. Peterson

Edgar B. Smith
Heathley C. Smith
Walter A. Smith
Dwight A. Smith

STATE OF NEBRASKA }
LANCASTER COUNTY }

On this 3rd. day of March 1933, before me the undersigned William B. Carroll a Notary Public duly commissioned and qualified for and residing in said County, personally saw Ethel J. Walton and Edgar B. Smith and Heathley C. Smith and Walter A. Smith and Dwight A. Smith to me known to be the identical persons who signed and executed the foregoing instrument and acknowledged the same to be voluntary act and deed for the purpose therein expressed.

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

William B. Carroll
Notary Public

My Commission expires
25 May 1934



in 1933
Lancaster County
Filed in official index and
copy for record in the County of
Lancaster, Nebraska, on March 11, 1933.
at 10:41 A.M.
B. A. Smith

32

WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Joy C. Denabarger, husband and wife and Lane C. & Ethel D. Fairchild, husband and wife

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: Lot 188 of Irregular Tracts in the Northeast Quarter (2) of Section 13, T. 10 N., R. 6 E. of the 6th P.M., Lancaster County, Nebraska, previous described as the West 182.32 feet of the East 199.32 feet of the North 186.9 feet of Lot 16 of Irregular Tracts in the Northeast Quarter (2) of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebr. hereby represents that he is 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 connections or taps shall be connected therewith.
2. Applicant further agrees 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 and further that he will abide by and conform to all such rules, ordinances and laws.
3. Applicant further covenants that the City may cancel this agreement at any time by giving Applicant, his 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.
4. Applicant further hereby waives 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 such water district, to the extent of a six inch service but not for any service over such six inch service.
5. Applicant further hereby agrees and consents to the covenants herein contained and further covenants that this agreement is specifically made with reference to the heretofore 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, his agents, lessees, heirs, executors, administrators, successors, grantees and assigns.

IN WITNESS WHEREOF, Applicant, has hereto set his hand this 28th day of February, 19 80

IN THE PRESENCE OF:

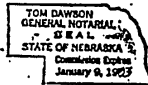
Virginia L. Smith Joy C. Denabarger Jane C. Fairchild
Virginia L. Smith Nancy R. Denabarger Ethel D. Fairchild

STATE OF NEBRASKA
LANCASTER COUNTY, Ne

On this 28th day of February, 19 80, before the undersigned, Tom Dawson, a Notary Public, duly commissioned and qualified for and residing in said County personally came Joy C. Denabarger, Nancy R. Denabarger, Jane C. Fairchild, Ethel D. Fairchild to me known to be the identical persons who signed and executed the foregoing instrument and acknowledge 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.

My Commission expires
1-9-83



Tom Dawson
Notary Public

LANCASTER COUNTY NEB
Register of Deeds
REGISTER OF DEEDS
1980 MAR -5 PM 1:44

\$3.25

INDEXED
MICRO-FILED
GENERAL

ENTRANCE
NUMERICAL INDEX
FILED FOR RECORD AS:
INST. NO. 80- 3715

Poor Copy

WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That JOY O. DENSBARGER, HUSBAND AND ETHEL D. FAIRCHILD, HUSBAND

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: Lot 186 of Irregular Tracts in the Northeast Quarter (4) of Section 13, T. 10 N., R. 6 E., of the 6th P.M., Lancaster County, Nebraska, previously described as The West 182.32 Feet of the East 14.33 Feet of the North 186.7 Feet of Lot 74 of Irregular Tracts in the Northeast Quarter (4) of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

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 connections or taps shall be connected therewith.
2. Applicant further agrees 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 and further that he will abide by and conform to all such rules, ordinances and laws.
3. Applicant further covenants that the City may cancel this agreement at any time by giving Applicant, his agents, 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.
4. Applicant further hereby waives any defense that he may have in the future to any assessment by the City for an 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 such water district, to the extent of a six inch service but not for any service over such six inch service.
5. Applicant further hereby agrees and consents to the covenants herein contained and further covenants that this agreement is specifically made with reference to the heretofore 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, his agents, heirs, executors, administrators, successors, grantees and assigns.

IN WITNESS WHEREOF, Applicant, has hereunto set his hand this 30 day of May 19 77

IN THE PRESENCE OF: Joy O. Densbarger Nancy R. Densbarger

STATE OF NEBRASKA LANCASTER COUNTY

On this 30 day of May 19 77, before the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County personally came JOY O. DENSBARGER & NANCY R. DENSBARGER to me known to be the identical persons who signed and executed the foregoing instrument and acknowledge 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: Marilyn J. Henry Notary Public

JOY O. FAIRCHILD JUNE 01, 1979 PERSONALLY CAME ZANE C. FAIRCHILD AND ETHEL D. FAIRCHILD foregoing instrument and executed the Kathleen L. Kaufman 6-01-79

Poor Copy

INDEXED
MICRO-FILED
GENERAL

LANCASTER COUNTY RECORD
Remittal to Treasurer
REGISTER OF DEEDS

1979 JUL -5, AM 11:23

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD 25

INST. NO. 79- 16595

\$6.25

RECORDED
JAN 1 1980
JAN 1 1980

WATER SERVICE AGREEMENT

BK 99 PAGE 115

KNOW ALL MEN BY THESE PRESENTS: That Deight B. Patton (a single person) and Edgar B. Smith and Dorothy G. Smith (husband and wife) of Lancaster County, Nebraska, hereinafter called "Applicants", 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 76 - Sec 13 Township 10 North of Range 6 - known as 2627 North 27th*

herby 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, Applicants covenant with the City as follows:

1. Applicants 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 Applicants 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 Applicants 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. Applicants 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. Applicants 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. Applicants further agree that said plumbing shall be maintained and used strictly in accordance with the ordinances of the City pertaining thereto.
5. Applicants 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. Applicants further covenant that the City may cancel this agreement at any time by giving Applicant's agents, executors, heirs, administrators, grantors, 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. Applicants 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. Applicants 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. Applicants further hereby waive any defense that they 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. Applicants 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 agents, executors, heirs, 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. Applicants 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. Applicants further hereby agree and consent to the covenants herein contained and further covenant that this agreement is specifically made with reference to the heretofore 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, agents, executors, heirs, administrators, successors, grantors, and assigns.

IN WITNESS WHEREOF, Applicant, has hereunto set their hand this *12th* day of *January*, 1956.

IN THE PRESENCE OF

A. L. [Signature]

Edgar B. Smith
Deight B. Patton

Dorothy G. Smith

W. J. [Signature]
9/2/56

STATE OF NEBRASKA
LANCASTER COUNTY

On this 12th day of January, 1974, before me, the undersigned, a Notary Public, duly commissioned and qualified for and holding in said County personally came James O. Smith and James O. Smith & D. P. Patton and James O. Smith and James O. Smith who are known to be the identical persons who signed and executed the foregoing instrument and acknowledge 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.

My Commission expires

July 2, 1975



POOR COPY

INDEXED
GENERAL
COMPARED

WATER SERVICE AGREEMENT

FROM
Smith

TO
City

STATE OF NEBRASKA
LANCASTER COUNTY

Entered in Notarial Index and filed for record in the Register of Deeds Office of said county this 12th day of January, 1974.

in the presence of James O. Smith and James O. Smith witnesses.

James O. Smith
Signature of Deed

James O. Smith
Deputy

James O. Smith
Waterbury City Hall
Superior, Neb.
1-15-74

San Polo

\$40.50

1989 APR 24 PM 4:13

BLOCK
CODE

INST. NO. 89 10359

PETER W. KATT

CLINE, WILLIAMS, WRIGHT, JOHNSON & OLDFATHER
ATTORNEYS

1900 FIRST NATIONAL BANK BUILDING
LINCOLN, NEBRASKA 68508

TELEPHONE 402/474-8800