

WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

*Edgar B. Smith & Dorothy Smith, Husband & 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:

*N.W. 1/4 Sec. 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 covenant with the City as follows:

1. Applicant 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 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 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, leasees, 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 further covenant that a master meter shall be installed near the tap in the water main near 27th Street and Leighton Street, and that Applicant will accept and pay for billings for any difference in the registration of said master meter and the sum total of Applicant own individual water in proportion to the use each individual meter on said main bears to the total amount of all individual meters, such charge to be a separate item on the water bill to be rendered by the City.
9. Applicant further covenant 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 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.
11. Applicant 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.
12. Applicant 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, for self, 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.
13. Applicant further agree 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 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 their hands this 3rd. day of

**March**

1953:

IN THE PRESENCE OF

x George Peterson

x Esther J. Patton

Tucson Arizona  
Alvina P. Libsack  
Alvina C. Libsack

Edgar B. Smith  
Nancy C. Smith  
W. R. Patton  
Wright & Patton

STATE OF NEBRASKA )  
 ) SS.  
LANCASTER COUNTY )

On this 3rd. day of March

1953, before me the undersigned

William B. Carroll a Notary Public duly commissioned and qualified for and residing in said County, personally came 1. J. C. Patton and D. B. Patton Executors

to me known to be the  
edged 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 Blossall  
Notary Public

My Commission expires

25 May 1968

[illegible]

Edgar Smith - Hil

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