

Beatrice Gun Club, Inc., et al

WATER SERVICE AGREEMENT COMPARED to

City of Beatrice

OUTSIDE CITY LIMITS WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That BEATRICE GUN CLUB INC. AS LESSEE AND WILLIAM W AND MARGARET L. COOK of Gage County, Nebraska, hereinafter called "Applicants", having heretofore made application to the City of Beatrice, 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:

West 1/2 No. West Quarter, except No. West 1/4 No. West 1/4, No. West 1/4; and West 10 Acres of East 1/2 of No. West 1/4 Sect. 22 township 4 Range 6.

all in Gage 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, 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.
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 Applicants, 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 Gage 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 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, agents, lessees, heirs, executors, administrators, successors, grantees, and assigns.

IN WITNESS WHEREOF, Applicants have hereunto set their hand this 12th day of April, 1950.

IN THE PRESENCE OF:

Beatrice Gun Club Inc., J. B. Kyles - Pres.

Charles M. Lindgren

Margaret L. Cook

Charles M. Lindgren

William W. Cook

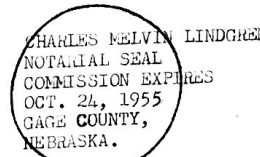
STATE OF NEBRASKA GAGE COUNTY

On this 17th day of April, 1950, before the undersigned, Charles M. Lindgren, a Notary Public, duly commissioned and qualified for and residing in said County personally came J. B. Kyles - William W. Cook & Margaret L. Cook, 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.

My commission expires Oct. 24, 1955

Charles Melvin Lindgren Notary Public



STATE OF NEBRASKA County of Gage ss: Filed for record and entered in Numerical Index April 17th, 1950 at 10:30 o'clock A. M.

Donna F. Hawley REGISTER OF DEEDS