

WATER SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Smitty's Golf Park, a partnership,**

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: North 100 feet of the South 340 feet~~
of Lot 78 in the Southeast Quarter of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska,

hereby represent 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. 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 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, its 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 agrees 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 grants and gives 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 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.
9. 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.
10. 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 itself, its heirs, executors, administrators, agents, personal representatives, successors and assigns, 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.
11. 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.
12. Applicant further hereby agrees and consents to the covenants herein contained and further covenants 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, its agents, lessees, heirs, executors, administrators, successors, grantees, and assigns.

IN WITNESS WHEREOF, Applicant, has hereunto set its hand this 14th day of
March, 1956.

IN THE PRESENCE OF:

Edna M. Stein

SMITTY'S GOLF PARK partnership
by *Philip Smith*
a Partner

OK
Hand
3/14/56

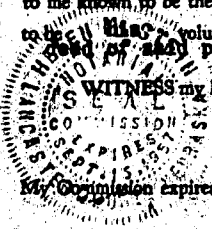
STATE OF NEBRASKA,
LANCASTER COUNTY.

On this 14th day of March, 1956, before the undersigned,

Helen M. Stein, a Notary Public, duly commissioned and qualified for and residing in said County personally came Riley Smith, one of the partners of the partnership of Smitty's Golf Park,

to me known to be the identical person who signed and executed the foregoing instrument and acknowledge the same to be his voluntary act and deed for the purpose therein expressed, and the voluntary act and deed of said partnership.

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



Helen M. Stein
Notary Public.

My Commission expires, *Sept 15, 1957*

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FRIDAY

WATER SERVICE AGREEMENT

FROM
Smitty's Golf Park

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 19 day of April, 1956, at the hour of 9 o'clock and minutes P.M. and duly recorded in book of deeds on page.

Helen M. Stein
Register of Deeds.
Helen M. Stein
Deputy.

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Riley Smith
1956-10-27