

CONTRACT FOR SPECIAL WATER SERVICE
AND COVENANT RUNNING WITH THE LAND

THIS AGREEMENT made and entered into this 7 day of December, 1949, by and between METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, hereinafter called the "District" and FATHER FLANAGAN'S BOYS' HOME INCORPORATED, of the State of Nebraska, hereinafter called the "Applicant".

WHEREAS, the Applicant is the owner of the following described real estate, to-wit:-

South 400 feet, except street, of the west 300 feet of the east 340 feet of the southeast 1/4 of the southwest 1/4 of Section 13, Township 15, Range 11, east, having a frontage on Cass Street of 300 feet

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WHEREAS, said tract of land is situated beyond the corporate limits of the City of Omaha and adjacent to the District's water main in Cass Street and upon which tract the Applicant desires a City water service from the plant and system of the District to supply the buildings situated thereon, and

WHEREAS, the general vicinity in which these buildings are located consists of large tracts not yet platted for residential purposes and in which no main extension districts have been created by the District, but in which further extensions, developments and water main districts will have to be created in the future as this general area develops, and

WHEREAS, Applicant understands that no special privilege can be granted by the District which will in any way interfere with the orderly development of the District's system of water mains and service and the provision for such service for the benefit of other property owners in that general area upon uniform terms and conditions in the future;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the privilege granted by the District permitting a special water service connection to be made with the District's water main, the Applicant agrees to pay to the District the sum of Two Hundred Forty Dollars (\$240.00) upon the execution of this Agreement, the receipt of which is hereby acknowledged.

It is agreed and understood that the total amount set forth above is payable in lieu of the special levy which might otherwise have been assessed against the area herein granted the right to permanent service.

Water service to Applicant shall at all times be subject to the rates, rules and regulations of the District as established from time to time, and the Applicant shall execute the regulation form of application for water service as now or hereinafter provided by the District.

Applicant shall construct, inspect, maintain, repair and replace and assume all risks in connection with his service line from the main into and about his premises. The installation by Applicant of his service pipe, water meter, and tap, shall be under the supervision of and subject to the approval of the District, and no extensions or alterations of said service shall be made without the consent of the District.

Applicant agrees that the right to a private water service connection from said main shall be confined to the buildings for which application is herein made and the ground immediately adjacent thereto and shall not extend to any other residence or improvement or any other purpose or type of use; because this contract is a contract for special service prior to the subdivision of this property and prior to the creation of any improvement and assessment district,

and prior to any general plan or scheme for the establishment of water mains in this vicinity, it is expressly understood and agreed that the District, notwithstanding this contract, reserves and remains in full possession of its unrestricted right to in the future establish water main districts and assess charges for benefits or make general contract extensions upon the basis of agreed charges, including, but not limited to, the subdivision of the real estate now owned by the Applicant, the only exception to this reservation of power being that the Applicant shall continue to have the right to maintain the service to the buildings authorized by this Agreement and that the frontage paid for shall have the right to continuous service for a depth of 150 feet back from Cass Street without further charge of assessments.

It is also specifically understood and agreed that this contract is not only for the benefit of the Applicant herein named, but it is also for the use and benefit of the land above described, and all present and future owners thereof, and it shall be binding upon and inure to the benefit of the parties hereto, their grantees, transferees, successors, heirs and assigns, it being the specific intention of the parties that this contract shall constitute a covenant running with the land.

METROPOLITAN UTILITIES DISTRICT OF OMAHA

Witness:

[Signature]

By *[Signature]*
W. S. Byrne, General Manager

APPLICANT

Witness:

FATHER FLANIGAN'S BOYS' HOME INCORPORATED

[Signature]

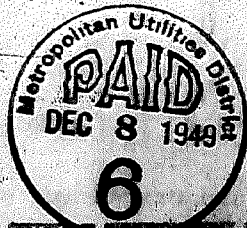
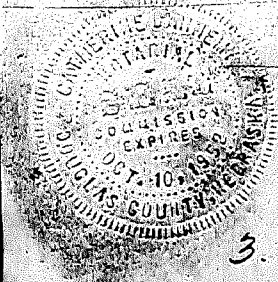
By *[Signature]*

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 7 day of December, A.D. 1949, before me a Notary Public in and for said county, personally came the above named Nicholas H. Wagner of Father Flanigan's Boys' Home Incorporated of the State of Nebraska, who is known to me to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public



3. 7 Dec 11 03 3.25
THOMAS L. O'CONNOR, REGISTER OF DEEDS