

CONTRACT FOR SPECIAL WATER MAIN EXTENSION AND  
SERVICE, AND COVENANT RUNNING WITH THE LAND

THIS AGREEMENT made and entered into this 4th day of September, 1941, by and between METROPOLITAN UTILITIES DISTRICT of Omaha, Nebraska, party of the First Part, and A. W. GORDON of Omaha, Nebraska, party of the Second Part,

WITNESSETH:

WHEREAS, the Second Party is the owner of the following described real estate;

Southeast 1/4 of the northeast 1/4 of Section 21, Township 15, Range 12 east; the northeast 1/4 of the southeast 1/4 of Section 21, Township 15, Range 12 east; the northwest 1/4 of the southwest 1/4 of Section 22, Township 15, Range 12 east

which tract is not platted into subdivisions, and upon which Second Party desires city water service from the plant and system of First Party to serve that part of the above described real estate abutting and extending 300 feet in depth from 96th Street and having a frontage on 96th Street of 3650 feet.

WHEREAS, the general vicinity in which this real estate is located consists of large tracts not yet platted for residential purposes, and in which no main extension districts have been created by First Party, but in which further extensions, development and main districts will have to be created in the future as this general district develops. NOW, THEREFORE, WITNESSETH:

That for and in consideration of the sum of Three Thousand Three Hundred Twenty and no/100 Dollars (\$3,320.00), representing one-half the estimated cost of a 6-inch water main to be laid on 96th Street from a point 60 feet south of the north line of the southeast 1/4 of the northeast 1/4 of Section 21, Township 15, Range 12 east, to the south line of said northeast 1/4 of Section 21, Township 15, Range 12 east, and also the estimated total cost of a 6-inch water main to be laid in 96th Street from the north line of the southeast 1/4 of Section 21, Township 15, Range 12 east, to a point 125 feet north of the south line of the northeast 1/4 of the southeast 1/4 of said Section 21, Township 15, Range 12 east, in hand paid by said Second Party to the party of the First Part, the receipt of which is hereby acknowledged, said First Party agrees upon its part to install as early as said First Party may deem practicable, an 8-inch cast iron water main in 96th Street from a point 60 feet south of the north line of the southeast 1/4 of the northeast 1/4 of Section 21, Township 15, Range 12 east, to a point 125 feet north of the south line of the northeast 1/4 of the southeast 1/4 of Section 21, Township 15, Range 12 east, in the County of Douglas, together with such appurtenances as said First Party may deem necessary, more specifically designated on the plat attached hereto and made a part hereof.

Said First Party further agrees that if upon completion of the work the cost of installation of a 6-inch water main, based upon an amount computed according to the District's customary method and which would ordinarily be assessed under the law governing the assessment for water mains, shall be less than the amount paid as herein set forth, the difference shall be paid over to Second Party upon demand.

Second Party agrees upon its part that if one-half the cost of installation of said 6-inch water main, as computed by the method set forth above, is not sufficient to cover one-half of said cost, said Second Party will pay over to First Party such excess upon demand.

Said Second Party further agrees upon its part that it will never make claim for the repayment of the whole or any part of said sum of Three Thousand Three Hundred Twenty and no/100 Dollars (\$3,320.00) otherwise than as herein provided.

Second Party agrees that the right to a private water service connection from said main shall be confined to the strip of land above referred to for which application is herein made and shall not extend to any other real estate contiguous thereto or improvement outside the boundaries of said referred to strip of land nor for any other purpose or type of use other than for residential purposes; and that the future installation of service pipes, water meters and taps, shall be under the supervision of and subject to the approval of First Party, and that no extensions or alterations of said service shall be made without the consent of First Party.

It is also mutually agreed by and between the parties hereto that said water main shall be the property of and under the control and jurisdiction of Metropolitan Utilities District, its successors and assigns.

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

Second Party shall construct, inspect, maintain, repair and replace, and assume all risks in connection with service pipes which may be connected to said main to serve the above described strip of land.

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 First Party, 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 Second Party.

It is also specifically understood and agreed that this contract is not only for the benefit of the Applicant herein named, but 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.

Witness:

Katherine Opitz

METROPOLITAN UTILITIES DISTRICT  
OF OMAHA, First Party

By

W. S. Byrne  
W. S. Byrne, General Manager

Witness:

Margaret Hamilton

SECOND PARTY,

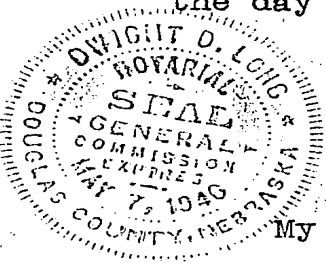
A. W. Gordon

A. W. Gordon

STATE OF NEBRASKA )  
                              ) SS  
COUNTY OF DOUGLAS )

On this 4th day of September, 1941, before me, the undersigned, a notary public in and for said county, personally came Walter S. Byrne, General Manager of the Metropolitan Utilities District of Omaha, a quasi municipal corporation, to me personally known to be the General Manager and identical person whose name is affixed to the above contract, and he 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 at Omaha, in said County, the day and year last above written.



Dwight D. Long  
Notary Public

My commission expires \_\_\_\_\_

STATE OF NEBRASKA )  
                              ) SS  
COUNTY OF DOUGLAS )

On this 4th day of September, 1941, before me, \_\_\_\_\_, a notary in and for said county, personally appeared A. W. Gordon, to me known to be the identical person described in and who executed the foregoing contract, and he acknowledged the same to be his voluntary act and deed.

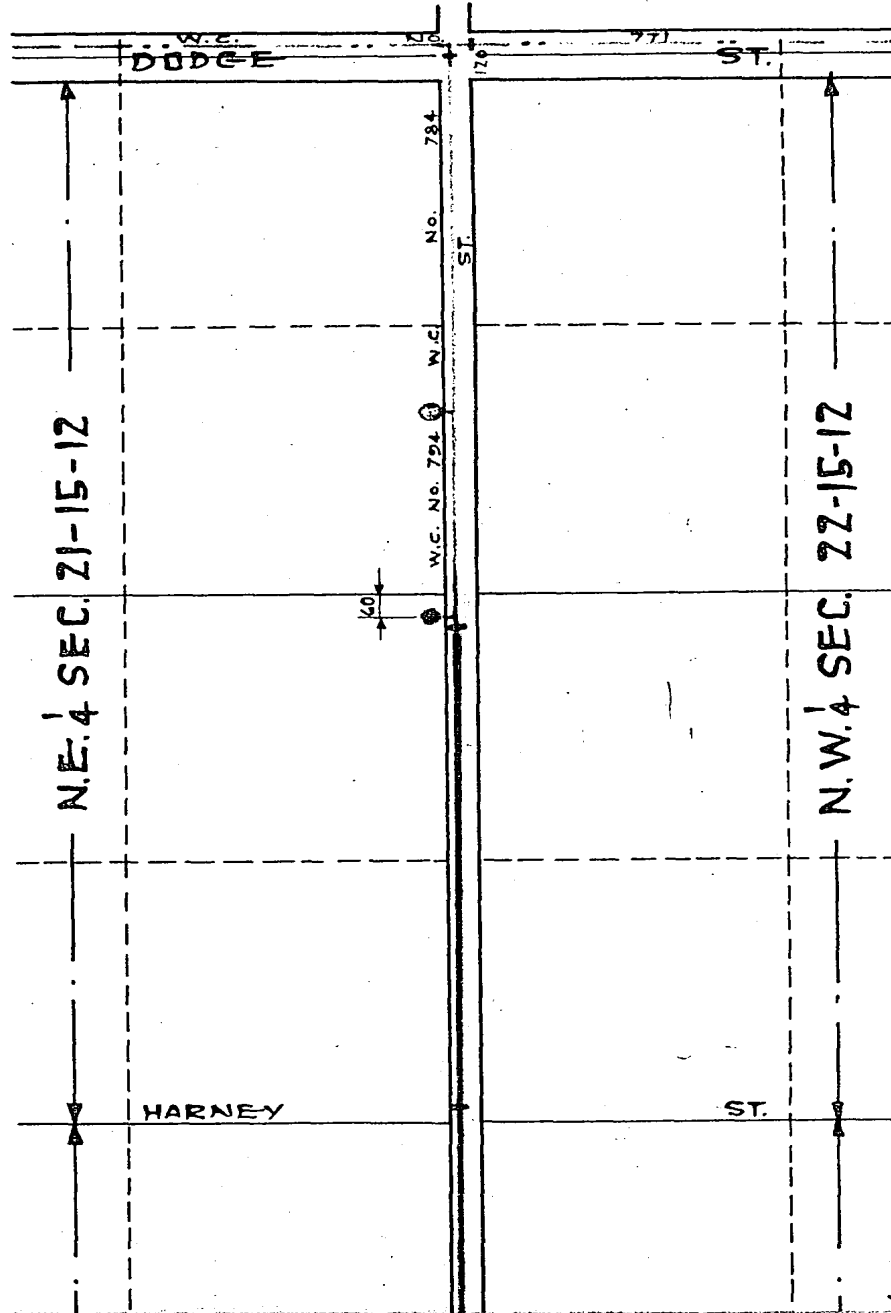
Witness my hand and official seal at Omaha, in said county, the day and year last above written.



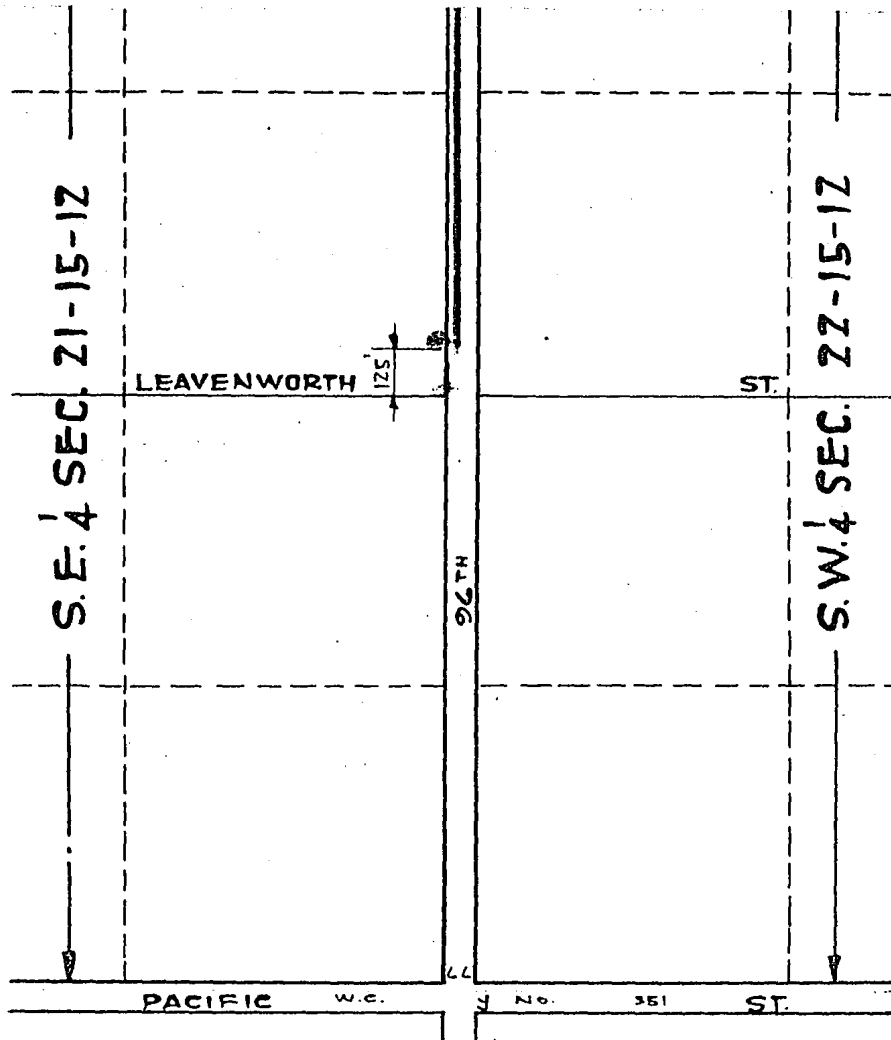
W. W. Strehlow  
Notary Public

My commission expires August 21, 1947

# W.C. 826



SCALE 1" = 400'  
5-15-41 E.J. KOLAR



**BILL OF MATERIAL**  
 2475' OF 8" C.I. WATER PIPE  
 10' " 6" " " "  
 2-8" VALVES & BOXES  
 1- FIRE HYDRANT  
 1-8"x6" TEE  
 1-8" PLUG

15.

Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska  
 11 day *Sept* 19 *41* at *2:49 P.* M. Thomas J. O'Connor, Register of Deeds.