

WAIVER AGREEMENT

THIS AGREEMENT, between METROPOLITAN UTILITIES DISTRICT, First Party, and LAWRENCE

A. TESSIN & Mary Kelly TESSIN HUSBAND & WIFE

Second Party, WITNESSETH:

That, for good and valuable consideration, a license, privilege or permit shall be granted to the Second Party, subject to the rules and regulations of the said METROPOLITAN UTILITIES DISTRICT, which rules are made a part hereof by this reference, to make a connection for the supply of water to the premises on the following-described real estate, situated in the County of Douglas, State of Nebraska, and more particularly described as follows, to wit:

Lot 5, Block 1 TRELAND HILLS A SUBDIVISION AS SURVEYED PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBR.

IN CONSIDERATION of the foregoing, said Second Party, being the owner of the above-described real estate, agrees, in the event said above-described real estate shall be now or hereafter included in a Water Main District and become subject to assessment for the extension of a water main in said District, that said Second Party will and does hereby waive all objections to the creation of said Water Main District and to the levy and assessment of a special tax against said real estate to pay the cost of said extension of a water main in said Water Main District; and that for any distribution main laid abutting the property described herein, Second Party will pay the connection charge (less any private line fee paid) in accordance with Part X, 3, of the Rules and Regulations of First Party.

IT IS FURTHER AGREED that the permit granted hereunder shall be for a period of ten (10) years from the date of execution of this Agreement. At the expiration of the 10-year period, the owner of the property shall abandon the private water line in accordance with the Rules and Regulations and shall connect to any water main abutting the property at that time after payment of all connection charges and applicable fees. If a water main abutting the property does not exist at the end of such period, the owner or agent may apply for an extension of the permit for an additional period of ten (10) years or until such time within such 10-year period as a water main abutting the property is constructed.

IT IS UNDERSTOOD that this Agreement shall run with the property and be binding upon the parties hereto, their successors, grantees, heirs or representatives.

WITNESS our hands this 9 day of October, 1984.

Approved as to form  
Russell H. Owen  
Attorney

METROPOLITAN UTILITIES DISTRICT  
By J. Hapner  
\* Mary Kelly Tassin  
\* Lawrence A. Tassin

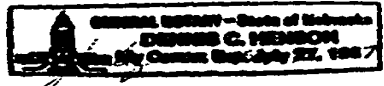
WITNESS:  
James E. Tassin  
11-7-84

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

On this 9 day of October, 1984, before the undersigned, a Notary Public in and for said State of Nebraska, appeared LAWRENCE A. TASSIN & MARY KELLY TASSIN.

personally known to me to be the person S whose name S is/are affixed to the foregoing instrument, and acknowledged the same to be THEIR voluntary act and deed ~~and the voluntary act and deed of the above-named corporation.~~

WITNESS my hand and seal the day and date last above written.



Dennis C. Henson  
Notary Public

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C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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