

47-160

BILL OF SALE

AGREEMENT

This Agreement and Bill of Sale entered into this  
11<sup>th</sup> day of May, 1954, by and between A. K. ANDERSON, as  
party of the first part, and DONALD GLEOB as party of the  
second part.

WITNESSETH:

THAT the party of the first part for and in con-  
sideration of the sum of One Dollar and other valuable con-  
sideration to him paid by the party of the second part, the  
receipt of which is hereby acknowledged, has bargained and  
sold, and does grant and convey unto the party of the second  
part, his heirs, executors, administrators, and assigns, all  
of his right, title, and interest in and to the existing  
water system supplying water to Martinview, Airview, and  
MARTINVIEW Trailer Court, including all pumps, mains, storage  
reservoirs, and all other equipment and materials used by  
and in connection with the operation of said water system.

THAT as a part of the consideration herein, the  
party of the first part shall be entitled to retain all  
deposits for water service made by the customers of said  
system to the first party, and the second party does hereby  
agree to refund to said customers the sums deposited by them  
for said water service when required to do so.

IT IS FURTHER AGREED between the parties hereto that  
as a part of the consideration of this Agreement and the pur-  
chase of said water system, the party of the second part  
assumes all of the liabilities of the party of the first  
part contained in and set out in a certain Agreement enter-  
ed into on July 28, 1951, by and between Alfred Sophir and  
Audrey E. Sophir, husband and wife, and Fred C. Christensen

Entered in Numerical index and Recorded in the Register of Deeds office in Sarpy County, Nebraska  
27 day May 1954 at \$1.90 M. G. F. Nicholson, County Clerk

and Christen Christensen, husband and wife, are first parties, and A. K. ANDERSON is the party of the second part, and to hold first parties harmless in connection therewith, and that all of the benefits thereunder accruing to A. K. Anderson are hereby assigned by the first party hereto to the party of the second part.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that under the terms of this Agreement and Bill of Sale, that the first party has conveyed to the second party all of his right, title, and interest in and to the water system herein described and herein referred to, and that the second party has and does hereby assume all of the contractual obligations of the first party with reference thereto, and that the first party is released of all future obligations and responsibilities of every nature connected with said water system and the future operation thereof.

The conditions and covenants of this Agreement shall be binding upon the heirs, executors, administrators, assigns, and successors of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and date first above written.

WITNESS:

\_\_\_\_\_  
Party of the First Part

\_\_\_\_\_  
Party of the Second Part  
*John Christensen*