## MISCELLANEOUS RECORD No. 101

WITNESS:

John W. Denker First Party.

(SEAL)

T. F. Green

A. M. Anderson

PHILLIPS PETROLEUM COMPANY

By R. H. Dangerfield, Division Manager.

State of Nebraska)
)ss.
County of Douglas) Personally appeared before me, T. F. Green, a Notary Public, in and
for said county and state, John W. Denker, and his wife, personally known to me to be the parties
who executed the foregoing instrument and acknowledged that they executed the same as their free
and voluntary act, for the uses and purposes therein set forth, including the release and waiver
of the right of homestead.

Given under my hand and notarial seal this 9th day of August, A. D., 1932.



T. F. Green

Notary Public.

My commission expires Jany. 26th, 1935.

As the owner of the fee title to the premises described in the within lease, I hereby consent to the same and agree to all of the terms and conditions thereof.

Frank F. Reichardt

Approved R. H. Dangerfield,
For General Sales Manager.

State of Nebraska)
>ss.
County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 18th day of August, A. D., 1932, at 9:50 o'clock, A. M., Chris A. Tracy,

Acting Register of Deeds.

Compared by R&V.

2. Agreement

Metropolitan Utilities Dist.

THIS AGREEMENT, between the Metropolitan Utilities District,

and

first party, and Arnold C. Nelson, second party, WITNESSETH:

Arnold C. Nelson

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, in that behalf, to make a connection for the supply of gas 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:

S 12 ft. of N 24 ft. of S L 3 Lot 7 Capitol Addition to City of Omaha, Douglas County,  $^{\rm N}{
m ebr}$ .

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 Gas Main District and be subjected to assessment for the extension of a Gas Main in said District, that said second party will and do hereby waive all objections to the creation of said Gas Main District and to the levy and assessment of a special tax against said

## MISGELLANEOUS REGORD No. 101

real estate to pay the cost of said extension of a Gas Main in said Gas Main District; and that said second party will re-connect the service herein provided for with any permanent service main installed by said first party and at second party's expense.

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

WITNESS OUR HANDS this 3 day of August, 1932.

Witness:

METROPOLITAN UTILITIES DISTRICT

F. E. Underwood

By Frances J. Gibb, Asst. Secy.
Arnold C. Nelson

State of Nebraska)
)ss.
County of Douglas)
On this 3"day of August, 1932, before the undersigned, a Notary Public,
in and for said county, appeared Arnold C. Nelson, personally known to me to be the persons
whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary
act and deed.

WITNESS MY HAND and seal the day and date last above written.



A. G. Blaufuss
Notary Public.

State of Nebraska ) ss. County of Douglas )

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 18th dayof August, A. D., 1932, at 10:00 o'clock, A.M., Chris A. Tracy,

Acting Register of Deeds.

Compared by R&V.

3. Agreement

Metropolitan Utilities Dist.

and

District, first party, and Frances Whitham and Orvil G. Whitham,

Frances Whitham, et al.

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, in that behalf, to make a connection for the supply of gas and 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, B 3 Hartford Place, an addition to City of Omaha, Doug. County, Nebr.

IN CONSIDERATION of the foregoing, said second party, being the owner of the above described real estate, and Conservative Savings and Loan Assn. agrees, in the event said above described real estate shall be now or hereafter included in a Gas or Water Main District and be subjected to assessment for the extension of a Gas or Water Main in said District, that said secondparty and said mortgages will and do hereby waive all objections to the creation of said Water or Gas 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 Gas or Water Main in said Water or GasMain District; and that said second party will re-connect the service herein provided for with any