

MISCELLANEOUS RECORD No. 40

30000 - K-O PRINTING CO., OMAHA.

PERPETUAL CARE AGREEMENT.

In consideration of the payment in full of the purchase price of the within described lot, the West Lawn Cemetery agrees to set apart as a trust fund for the perpetual care of all lots in the cemetery, 20 per cent. of the gross income from the sale of lots under the following conditions:

Said trust fund to be known as "Perpetual Care Fund", shall be held together with other trust funds entirely separate and apart from other funds of said cemetery and to use the utmost care and discretion in safeguarding the funds so held in trust in selecting depositaries and in making investments.

The West Lawn Cemetery guarantees perpetual care of the lot within described so long as it shall be used as a place of burial by the purchaser, his heirs or devisees, and will retain as payment for such perpetual care, the income from the permanent fund.

The term "Perpetual Care" shall mean the cutting of the grass upon said lot at reasonable intervals; the raking and cleaning of the lot; the pruning of the shrubs and trees; and such work as may be necessary to keep the lot in good and near condition; meaning and intending to continue forever similar work to that now regularly done upon all the lots and graves in West Lawn Cemetery along these lines. In addition to this, the Cemetery hereby binds itself to keep in repair and maintain in good condition the enclosures, buildings, drives, walks and borders in said cemetery.

Under this agreement, however, the Cemetery does not bind itself to maintain, repair or replace any grave stones or monumental structures erected upon the lot or the grave therein, nor to do any special or unusual work such as planting flowers or ornamental plants.

Dated at Omaha, Nebraska
August 29, 1918

WEST LAWN CEMETERY
By N. P. Dodge,
President.

State of Nebraska,)
Douglas County,)

Entered on Numerical Index and filed for Record in
the Register of Deeds Office of said County, the 29th
day of August, A. D. 1918, at 3.15 o'clock P. M.

Harry Pearce,
Register of Deeds.

Compared by, W&R

3. AGREEMENT.

Metropolitan Water District
of the City of Omaha.

&

Geo. C. Mann.

AGREEMENT between the Metropolitan Water District of the
City of Omaha, party of the first part, for good and valuable
consideration agrees with Geo. C. Mann, party of the second

part, that a license, privilege or permit shall be granted to the party of the second part, subject to the rules and regulations of the said Metropolitan Water District of the City of Omaha, in that behalf, to make a connection for the supply of water to the premises on the following described real estate:

Lots (1) & (2), Block (2), Park Forest addition to City of Omaha.

In consideration of the foregoing, said party of the second part, being owner of the

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above described real estate, and ° Mortgagee, 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 do° 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 said second party will re-connect the service herein provided for with any permanent service main installed by said first party and at said second party's expense.

It is understood that this Agreement shall be binding upon the parties hereto, their successors, grantees, heirs and representatives.

WITNESS our hands this 28 day of August, 1918.

Witness:

METROPOLITAN WATER DISTRICT OF CITY OF OMAHA

C. O. Dooley.

By Frances J. Gibb, Asst Secy.

Geo. C. Mann

State of Nebraska,)
County of Douglas.) SS.

On this 28th day of Aug, 1918, before me a Notary Public in and for said County, personally appeared Geo. C. Mann, personally known to me to be the person whose name is affixed to the foregoing instrument and that he acknowledged the same to be his voluntary act and deed.

WITNESS my hand and seal this the day and year last above written.

John E. Wilbur,

Notary Public.



State of Nebraska,)
Douglas County.)

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 29th day of August, A. D. 1918, at 4.30 o'clock P. M.

Harry Pearce,

Register of Deeds.

Compared by, W&R

4. AGREEMENT.

Metropolitan Water District of the City of Omaha,
&
Clara B. Pilant.

AGREEMENT between the Metropolitan Water District of the City of Omaha, party of the first part, for good and valuable consideration, agrees with Clara B. Pilant, party of the second

part, that a license, privilege or permit shall be granted to the party of the second part, subject to the rules and regulations of the said Metropolitan Water District of the city of Omaha, in that behalf, to make a connection for the supply of water to the premises on the following described real estate: Lot (2) Block 54 in Florence, now a part of Omaha, Neb.

In consideration of the foregoing, said party of the second part being owner of the above described real estate, and ° Mortgagee, 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 do°