

# MISCELLANEOUS RECORD, No. 54

1921-1922 BY OMAHA PRINTING CO., OMAHA

## 5. AGREEMENT:

Metropolitan Utilities Dis't.  
 &  
 Industrial Land Company.

THIS AGREEMENT entered into by and between the Metropolitan Utilities District, a municipal corporation, of the city of Omaha, Nebraska, hereinafter called party of the first part, and the Industrial Land Company, a corporation, hereinafter called party of the second part, WITNESSETH:

That in consideration of Three hundred and fifty dollars (\$350) in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

Whereas, party of the second part desires the installation of a water main and water service into buildings now under construction upon lots 3, 4, 5, 6, and 7, Block 351, in the original plat of South Omaha; said lots being located on Thirty-sixth Street between "I" street and "L" street, and whereas, "J" street and "K" street adjacent to the property herein described have been duly vacated by the city of Omaha

It is hereby agreed by and between the parties hereto that the party of the first part will tap a 24 inch water main on Thirty-sixth street at a point just north of the building under construction and south of a boiler house located on said property with 6 inch pipe line, and extend said tap towards the west property line of thirty-sixth street, as shown on the plat attached hereto and made a part of this contract.

It is further agreed that the party of the second part, its successors, and assigns, hereby grants to the party of the first part the right to extend said 6 inch water main connection across the property of party of the second part in a direct line to the property of the Chicago, Burlington, and Quincy Railroad Company, and further grants to the party of the first part the right to enter upon said property, maintain, re-lay, reconstruct, or repair said pipe line.

Party of the first part hereby agrees to construct from said 6 inch water main a 3 inch cast iron house line extending southerly and entering buildings now under construction by party of the first part at a point 30 feet from its north end.

It is further agreed by and between the parties hereto that Industrial Land Company, party of the second part, its successors, grantees, or assigns waive any and all claim for damages in the event there should be a breakage or leakage from the water main upon said property of party of the second part, its grantees, assigns or successors.

It is further agreed by and between the parties hereto that this contract shall bind the assignees, grantees, or successors of party of the second part, and that the said 6 inch water main herein referred to extend westernly from the 24 inch main shall remain the property of and under the jurisdiction of party of the first part, its successors and assigns, and that party of the second part will never make claim for the refund of any part of said sum of Three hundred and fifty dollars (\$350) paid by them, as herein referred to.

WITNESS our hands this 21st day of October, 1921.

Witness

John E. Wilbur.

METROPOLITAN UTILITIES DISTRICT.

By F. P. Lermon Acting Manager

INDUSTRIAL LAND COMPANY

By Harry M. Christie President.

State of Nebraska }  
 County of Douglas }

On this 21st day of October, 1921, before me, the undersigned Wayne C. Selby, a Notary Public, duly commissioned and qualified for and residing in said

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County, personally appeared Harry M. Christie, President of the Industrial Land Company, to me known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed, and the voluntary act and deed of Industrial Land Company.



WITNESS my hand and Notarial Seal the day and year last above written.

Wayne C. Selby  
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 26th day of October, A.D. 1921, at 10.30 o'clock A. M.

Harry Pearce,  
Register of Deeds.

Compared by, W&P.

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7. AFFIDAVIT.

Armilda Haines Mendenhall  
to  
Whom it may concern.

State of Nebraska, )  
Douglas County, ) SS.

I, Armilda Haines Mendenhall, being first

duly sworn on my oath say that I am one of the grantees named in the quit claim deed dated Oct. 24, 1921, made by Armilda Haines Mendenhall and Charles N. Mendenhall to Ella Mackey Sherden, conveying the following described real estate:

All of Lots Forty-five (45) and Forty-six (46) in Block One (1), Saunders & Himebaugh's Addition to Walnut Hill, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

That the said Charles N. Mendenhall, the other grantee in said deed was my former husband but we have been divorced by a decree of the District Court of Pottawattamie County, Iowa, and the said Charles N. Mendenhall has signed the said deed only to relinquish any apparent interest therein on account of our former marital relationship.

I further state that both myself and the said Charles N. Mendenhall are residents of the State of Iowa, and not residents of the State of Nebraska.

Armilda Haines Mendenhall



Subscribed and sworn to before me this 26th day of October, 1921.

Winthrop B. Lene

State of Nebraska, )  
Douglas County, )

Entered on Numerical Index and filed for Record in the Register of Deeds Office of said County, the 26th day of October, A. D. 1921, at 3.45 o'clock P. M.

Harry Pearce,  
Register of Deeds.

Compared by, W&P.

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