

## MISCELLANEOUS RECORD No. 33

The State of Nebraska)  
Douglas County )

Entered on Numerical Index and filed for Record,  
in the Register of Deeds Office of said County,  
the 30th day of November 1914 at 3.57 o'clock P.M.

Frank W. Bandle,

Register of Deeds,

Compared by *myt.*

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4. Agreement	✓	)	THIS AGREEMENT, entered into this 20th day of November
Metropolitan Water District		)	1914 by and between the Metropolitan Water District of
to		)	the City of Omaha party of the first part and Shuler &
Shuler & Cary	✓	)	Cary, of the City of Omaha, Douglas County, Nebraska,
		)	party of the second part, Witnesseth:

That for and in consideration of the agreements and covenants on the part of said second party hereinafter set forth, said party of the first part agrees upon its part to create proposed Water Main District No. 236 in the City of Omaha, which will require the installation of approximately 1155 feet of eight-inch pipe and 4175 feet of six-inch pipe, in what is known as Poppleton Park Addition, lying between California Street and Davenport Street, and also between 43rd Street and 45th Avenue, excepting lots 1 to 10 inclusive, Blk 12, and lots 1 to 10 inclusive in block 13, and in consideration of the fact that the property served is almost wholly vacant and that under existing conditions special taxes can not be assessed in a sum sufficient to pay the cost of said water main extension.

Said first party agrees upon its part that if said Water Main District No. 236 is completed within thirty days after advertisement as provided by law, that then and in such case said first party will install the pipe lines within said Water Main District No. 236 together with such fire hydrants and appurtenances as may be deemed necessary, as early as weather conditions will permit and as said first party may deem practicable.

Said second party agrees upon its part that it will promptly make good upon demand any excess cost due to the installation of said Water Main District over and above the amount that can be legally taxed against the property included within said District. And said second party hereby pays over and deposits with said Metropolitan Water District the sum of Twelve hundred Twenty-one and no/100 Dollars (\$1221.00) to guarantee the payment of such excess cost as herein provided. It being understood and agreed that if the cost of the installation of said water main over and above the amount that may be taxed against said abutting property shall exceed the \$1221.00 deposited by party of the second part, then the party of the second part shall on demand pay over to the Metropolitan Water District the amount of said excess in addition to the \$1221.00 so deposited; and upon the other hand, if the \$1221.00 shall exceed the difference between the amount of the tax levied upon abutting property and the cost of the installation of said water mains, then the party of the first part will re-pay to the party of the second part the amount of said surplus out of the \$1221.00 so deposited.

It is hereby further agreed as a part hereof that the party of the second part and their assigns shall not protest against the assessment of the special taxes that may be levied by the party of the first part to pay for the cost of said water main extension.

It is further agreed in consideration of the premises aforesaid that the party of the second part waives any claim to, and agrees not to demand, re-payment of any part of said deposit or other sum by it paid to the party of the first part to the extent that said deposit or money paid shall be equal to the cost of the installation of said water mains over and above the amount of taxes levied against abutting property in the said Water Main District.

It is understood and agreed that the streets within said District shall be to grade before the

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installation of said pipe lines shall be commenced and that the pipe lines within said district shall be the property of the City of Omaha.

Witness the signatures of the parties hereto on the day and date above mentioned.

METROPOLITAN WATER DISTRICT OF THE CITY OF OMAHA

By R.B. Howell, ° °

Shuler and Cary

By Irenaeus Shuler

State of Nebraska)  
County of Douglas) SS

Personally appeared before me this 20th day of November 1914, R B. Howell, General Manager of the Metropolitan Water District of the City of Omaha, party of the first part and Irenaeus Shuler of Shuler & Cary, party of the second part, and they respectively acknowledge the foregoing instrument to be their voluntary act and deed, and the voluntary act and deed of the parties whom they respectively represent as hereinbefore stated.

Witness my hand and official seal this the 20th day of November 1914.

Wm Ross King

Notary Public



The State of Nebraska)  
Douglas County)

Entered on Numerical Index and filed for Record,  
in the Register of Deeds Office of said County,  
the 30th day of November 1914 at 4 16 o'clock PM

Frank W Bandle,

Register of Deeds,

Compared by M & T

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5. Land Contract ✓ ) THIS AGREEMENT, made and entered into this 30th day of November  
Hattie L. Kuhn et al ) A.D. 1914 by and between Hattie L. Kuhn & John G. Kuhn of the  
to ) first part, and Carrie V. Katskee and Hyman H. Katskee, parties  
Carrie V. Katskee et al ✓ ) of the second part.

Witnesseth, that the party of the first part hereby agreed to sell and convey to parties of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate, situate in the County of Douglas and State of Nebraska, to wit:

Lot Fifteen (15) Block Nine (9) Shull's 2nd Addition to the City of Omaha, as surveyed, platted and recorded, together with all the tenements, hereditaments and appurtenances belonging thereto. These said parties of the second part agree to purchase said real estate from the party of the first part and to pay as purchase price the sum of Three Thousand Two Hundred Fifty (\$3250) Dollars in payments as follows:

Two hundred Fifty (\$250) Dollars cash, the receipt of which is hereby acknowledged, and thereafter the sum of Thirty (\$30) Dollars per month, payable on the first day of each and every month commencing with the first day of January 1915, together with interest at the rate of 6.6 per cent per annum, payable semi-annually from date until due and thereafter at the rate of ten per cent until paid.

Said parties of the second part agree to pay all taxes and assessments levied against said premises including State and County taxes and all paving taxes and other special and regular taxes not now delinquent, together with all subsequent taxes before the same become delinquent, and to keep said buildings insured against fire in the sum of \$1750.00 and against tornado in the sum of \$2500.00 in favor of said party of the first part.

But if said sum of money or any part thereof, or any interest thereon be not paid when the same is