

## MISCELLANEOUS RECORD No. 32

KLOPZ &amp; BARTLETT CO., Printing, Lithographing, Copying Supplies, Omaha.

In consideration of the foregoing said part<sup>is</sup> of the second part, being owner of the above described real estate agrees that 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 does hereby waive all objections to the creation of said Water Main District and to the levy and assessment of a special tax against the said real estate to pay the cost of said extension of a water main in said Water Main District.

It is understood as a part of this agreement that the same shall be binding upon the Metropolitan Water District of the city of Omaha and shall likewise be binding upon the parties of the second part<sup>and</sup> their grantees, heirs and representatives.

Witness our hands this 30th day of June 1914.

Witness

C.O. Dooley

Metropolitan Water District of the City of

Omaha

by R.B. Howell, General Manager

Nick Cultash and Mary Cultash

State of Nebraska )  
County of Douglas ) SS

On this 30th day of June 1914 before me a Notary Public<sup>duly qualified</sup> in and for said county, personally appeared Nick Cvetash and Mary Cvetash to me known to be the identical persons described in and whose names are subscribed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year first above written.

John E. Wilbur

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 9th day of July 1914 at 3.15 o'clock P.M.

Frank W. Bandle

Register of Deeds

Compared by M & B

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#### 7. Agreement

Metropolitan Water District

to

Lorena Katz

AGREEMENT BETWEEN THE METROPOLITAN WATER DISTRICT OF  
THE CITY OF OMAHA AND LORENA KATZ.

The Metropolitan Water District of the city of Omaha,  
party of the first part for good and valuable consideration agrees with Lorena Katz of Omaha, Nebraska, party

of the second part that a license, privilege or permit shall be granted to her subject to the rules and regulations of the 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 three (3) block twelve (12) West Omaha addition to city of Omaha.

In consideration of the foregoing, said party of the second part, being owner of the above described real estate agrees that 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 does hereby waive all objections to the creation of said Water Main District and to the levy and assessment of a special tax against the said real estate to pay the cost of said extension of a water main in said water main district.

It is understood as a part of this agreement that the same shall be binding upon the Metropolitan Water District of the city of Omaha and shall likewise be binding upon the party of the second

## MISCELLANEOUS RECORD No. 32

part and her grantees, heirs and representatives.

Witness our hands this 8th day of July 1914.

Metropolitan Water District of the city of Omaha

by R.B.Howell, General Manager

Lorena Katz,

J.B.Katz, Atty in fact..

Witness C.O.Dooley

State of Nebraska }  
County of Douglas } SS

On this 8th day of July 1914 before me a Notary Public duly qualified in and for said County, personally appeared Lorena Katz by J.B.Katz Atty in fact to me known to be the identical person described in and whose name is subscribed to the foregoing instrument and acknowledged the same to be his voluntary act and deed and the voluntary act & deed of his principal Lorena Katz..

Witness my hand and notarial seal the day and year first above written.

John E.Wilbur

Notary Public

The State of Nebraska )  
Douglas County )

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1. Lease & Option to purchase This Agreement, made this 10th day of July 1914 between Henry  
Henry D.Horwitz and wife ✓ } D.Horwitz and Carrie B.Horwitz, husband and wife of Cleveland,  
to } in the County of Cuyahoga, State of Ohio, hereinafter called /  
William H.Smails ✓ } parties and William H.Smails, unmarried, of Omaha, in the County  
of Douglas, State of Nebraska, hereinafter called second party.

Witnesseth, that first parties do hereby lease, let and demise unto second party the following described real estate, situated in the County of Douglas, State of Nebraska, to wit; The East One hundred thirty (130) feet of sub-lot four (4) of tax lot sixteen (16) in section twenty-one (21) north, Range thirteen (13) East of the Sixth Principal Meridian.

To have and to hold, said premises unto second party for the term of five (5) years commencing on the first day of July 1914, and ending on the thirtieth day of June 1919

And, for, and, in consideration of the grant of the terms aforesaid, second party promises to pay to first parties, as rent, the sum of thirty two hundred fifty dollars (\$3250.00) payable as follows;

\$162.50 on July 1, 1914.

\$162.50 on October 1, 1914.

\$162.50 on January 1, 1915.

\$162.50 on April 1, 1915 and

One Hundred Sixty-two and 50/100 Dollars (\$162.50) on the first days of July, October, January and April thereafter, during the term of this lease.

And, as a further consideration hereof, second party promises to pay all general taxes and special assessments that may be levied upon, or assessed against said described real estate after the first day of July 1914, and during the term of this lease, including the county and state taxes levied thereon for the year 1914 which do not become due until November 1, 1914.

Provided, always, and it is hereby mutually agreed as part of the consideration of this contract, that while second party is not in default of payment of the rent, taxes, assessments or other