

A G R E E M E N T

AGREEMENT made this 31<sup>st</sup> day of December, 1952,

BY AND BETWEEN: THE CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as

"FIRST PARTY"

AND: BRIDGEFORD REALTY COMPANY, a Corporation, hereinafter referred to as

"SECOND PARTY"

W I T N E S S E T H

WHEREAS Richard Kuehle, Omaha, Nebraska, granted an easement for sewer No. 1089 to the City of Omaha, February 5, 1931, over and across the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 6, Township 15 North, Range 13 East of the 6th P.M., for the stated consideration of \$1.00 and free access to sewer, and

WHEREAS Second Party is the successor in title to said premises by mesne conveyances from Richard Kuehle, and

WHEREAS First Party claims that it is entitled to a sewer connection fee for each sewer connection made on the above described premises, and

WHEREAS Second Party claims that the right to free access to the sewer accrued to Second Party, and that Second Party is entitled to connect all dwellings erected on the above described premises to said sewer free of any charge by First Party, and

WHEREAS the parties hereto desire to compromise and settle their differences;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants herein expressed,

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:

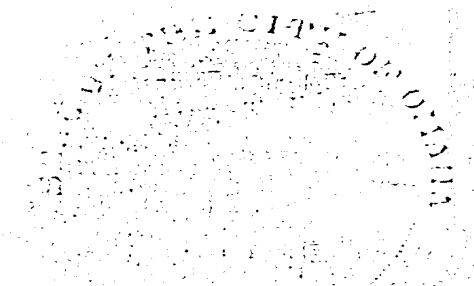
1. First Party hereby grants to Second Party the right and privilege to connect one hundred houses situate or to be erected on said premises with said sewer in consideration of Second Party's payment of the sum of \$500.00. Second Party is given credit by First Party for \$150.00 previously paid by Second Party for six sewer connections on said premises, and Second Party herewith pays the balance in the sum of \$350.00, receipt of which is hereby acknowledged by First Party.

2. After one hundred sewer connections have been made on said premises, as provided in paragraph 1 above, Second Party shall have the option of paying First Party the regular sewer connection charge for each additional connection made, or of paying First Party the sum of \$500.00 in full and complete settlement and satisfaction of all sewer connection charges for an additional one hundred sewer connections. In the event that Second Party exercises its option to pay \$500.00 for the second one hundred sewer connections, it shall pay such sum when the first sewer connection of the second one hundred connections is made and not thereafter.

3. Payment for sewer connections, as hereinabove provided, shall entitle Second Party to all necessary sewer permits in connection with the above described real estate.

4. This agreement shall be binding upon the parties hereto and their successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

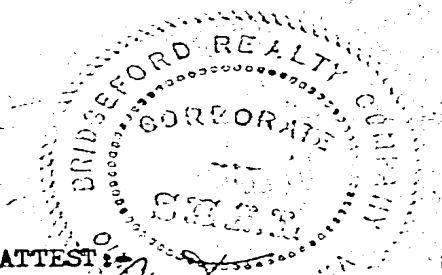


CITY OF OMAHA, a Municipal Corporation, existing under the laws of the State of Nebraska, FIRST PARTY

By [Signature]  
Mayor

ATTEST:-

[Signature]  
City Clerk



BRIDGEFORD REALTY COMPANY, a Corporation, SECOND PARTY

By [Signature]  
President

ATTEST:-

[Signature]  
Secretary

5. INDEXED IN NUMBER 2275 AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
2 FEBRUARY 1933 AT 2:08 P.M. THOMAS J. SPANGLER, REGISTER

22 <sup>75</sup>