

# MISCELLANEOUS RECORD No. 60

195064—MFG. BY OMAHA P.T.G. CO., OMAHA

IT IS UNDERSTOOD that this Agreement shall be binding upon the parties hereto, their successors, grantees, heirs and representatives.

WITNESS OUR HANDS this 3rd day of May, 1923.

METROPOLITAN UTILITIES DISTRICT,

By Frances J. Gibb, Asst. Secy.

Emma D. Sievers

OMAHA LOAN & BLDG. ASSN.

W. D. Shaw, Asst. Sec'y.

Witness:

Walter J. Howley as to (

STATE OF NEBRASKA )  
( SS.  
COUNTY OF DOUGLAS )

On this 3 day of May, 1923, before the undersigned, a Notary Public in and for said county, appeared Emma D. Sievers and W. D. Shaw Asst. Secy. O.L. & Bldg. Assn. personally known to me to be the persons whose names are affixed to the foregoing instrument, and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of the above named corporation.

WITNESS MY HAND and seal the day and date last above written.

C. C. Rucker

Notary Public.



State of Nebraska, )  
Douglas County, ) ss.

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 7th day of May, A.D., 1923, at 10:55 o'clock A.M.

Harry Pearce,

Register of Deeds.

Compared by W&P.

\*\*\*\*\*

7. AGREEMENT.

Metropolitan Utilities District

and

A. F. Swickard

)  
) THIS AGREEMENT, between THE METROPOLITAN UTILITIES  
) DISTRICT, first party, and Albert F. Swickard, second  
) party, WITNESSETH:-

)  
) That, for good and valuable consideration, a license,  
) privilege or permit shall be granted to the second party, subject to the rules and regulations  
) of the said METROPOLITAN UTILITIES DISTRICT in that behalf, to make a connection for the supply  
) of water to the premises on the following-described real estate, situate in the county of Douglas  
) state of Nebraska, and more particularly described as follows, to-wit:-

Lots 5, in Block 20 Wilcox 2nd Addition to City of Omaha Douglas County, Nebraska.

IN CONSIDERATION of the foregoing, said second party, being the owner of the above-described real estate, 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 does 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 second party's expense.

IT IS UNDERSTOOD that this Agreement shall be binding upon the parties hereto, their successors, grantees, heirs and representatives.

# MISCELLANEOUS RECORD No. 60

195064—MEG. BY OMAHA PTG. CO., OMAHA

WITNESS OUR HANDS this 5 day of May, 1923.

METROPOLITAN UTILITIES DISTRICT,

Witness:

By Frances J. Gibb Asst. Secy.

C. O. Dooley

A. F. Swickard

STATE OF NEBRASKA )  
( SS.  
COUNTY OF DOUGLAS )

On this 5th day of May, 1923, before the undersigned, a Notary Public in and for said county, appeared A. F. Swickard personally known to me to be the person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed.

WITNESS MY HAND and seal the day and date last above written.

John E. Wilbur

Notary Public.



State of Nebraska, )  
Douglas County, ) ss.

Entered on Numerical Index and filed for Record in the Register of Deeds' Office of said County, the 7th day of May, A.D., 1923, at 10:55 o'clock A.M.

Harry Pearce,

Register of Deeds.

Compared by W&P.

\*\*\*\*\*

8. CEMETERY DEED. )

WARRANTY DEED.

West Lawn Cemetery )

THIS INDENTURE WITNESSETH, That the Grantor, THE WEST LAWN CEMETERY, a corporation organized under the laws of the State of Nebraska for and in consideration of the sum of (\$200.00) Two

to )

Millie B. Lighthall, et al. )

Hundred and no/100 Dollars, in hand paid, conveys to Millie B. and Harry Lighthall of Omaha, County of Douglas and state of Nebraska the following described lot, to-wit:

all of Lot No. 334 Sec. 23, in West Lawn Cemetery.

For the use of the said Harry Lighthall and Millie B. Lighthall, his heirs or assigns for the purpose of Human Sepulture, subject to the rules and regulations of the said Cemetery now in force or that may hereafter be adopted by it. No sale, transfer or assignment of the above described lot shall be valid without the consent of the West Lawn Cemetery endorsed on the conveyance.

Monument will be permitted on this whole lot.

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:

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 neat 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.

Under this agreement, however, the Cemetery does not bind itself to maintain,