

Miscellaneous Record No. 134

201

FLEXIBLE HINGE
LL-Brown Paper Co.
Linen 40% Less

93263 *** K-B PRINTING CO. *** OMAHA

30. Revocable License Agreement

Metropolitan Utilities District of Omaha

and

Ida A. Smith

Smith, as second party.

This AGREEMENT entered into by and between Metropolitan Utilities District of Omaha, as first party, and Ida A.

WHEREAS second party is now the owner of the following described real estate situated in the County of Douglas, State of Nebraska, to-wit:

All of Lot 2 except the N.W. 9337²⁰/100 sq. feet and except the E 48 feet South of Military Ave., Also all of Lot 3, except the East 48 feet, all in Block 94, Original City of Benson

WHEREAS there is now no water service main abutting the premises described and no adequate water service available thereto, and second party desires to secure from first party temporary water service until such time as a water main shall be installed in front of the premises described.

AND WHEREAS there has heretofore been installed by first party a water main on Sprague Street, nearest to second party's described property where that main crosses 71st Street, to the laying and construction of which main second party in no wise contributed, and has no right to a service connection therewith,

NOW THEREFORE WITNESSETH first party grants to second party a special license, privilege and permit, subject to the applicable rules and regulations of first party, and at expense of second party, to make a temporary emergency connection to said main hereinbefore described for the purpose of procuring a supply of water for the premises hereinbefore described, subject to the terms and conditions contained in this Agreement.

Second party agrees to make such connection and thereafter to maintain same at his own expense, and further agrees that first party shall have the right, at any time, upon ten days written notice, to discontinue water service through such connection, and to itself sever the connection between the service line and the main.

IT IS FURTHER UNDERSTOOD AND AGREED that in no event shall the authority to maintain this special connection continue beyond the time when a petition shall be filed with first party by one or more property owners on either side of the same street and within the same block as the premises of second party, petitioning for the construction and laying of a water main in said street, in which event this authority shall automatically terminate and second party shall be relegated to his rights in connection with the installation of said new main and in connection with obtaining service therefrom.

Date August 29, 1938

Ida A. Smith

Witness J. E. Dudgeon

Property Owner

Accepted: DL

METROPOLITAN UTILITIES DISTRICT OF OMAHA

7105 Military
1.15 fee paid

By: T. A. Leisen, General Manager

State of Nebraska)
County of Douglas) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 9th day of January, A.D. 1939, at 10:55 o'clock, A. M.

Thomas J. O'Connor

Register of Deeds

Compared by D&W