

Miscellaneous Record No. 118

443

FLEXIBLE HINGE
PATENTED
L.L. BROWN & SONS PAPER CO.
LINEN 100% LEOSEA

81070 ***** K&B PRINTING CO. ***** OMAHA

parties hereto, their grantees, transferees, successors, heirs, representatives and assigns, it being the intention of the parties that this contract shall constitute a covenant running with the land and be a charge and lien thereon.

Witness:

Katherine Opitz
as to second party.

Bessie Sharp
Owner
METROPOLITAN UTILITIES DISTRICT
By: T. A. Leisen, General Manager

State of Nebraska)
)ss.
County of Douglas)

On this 30th day of June, 1936, before me, a Notary Public, duly commissioned and qualified in and for said county, personally appeared the above Bessie Sharp who is to me known to be the identical person who subscribed the above instrument, and acknowledged the same to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year aforesaid.



Dwight D. Long
Notary Public.

Paid \$1.15 6/30/36
7021 N.80

State of Nebraska)
)ss.
County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 21st day of July, A. D., 1936, at 11:10 o'clock, A. M.
Thomas J. O'Connor

Register of Deeds

Compared by D&T

4.Revocable License Agreement)
Metropolitan Utilities District)
and) THIS AGREEMENT entered into by and between Metropolitan Utilities
Gould Dietz Investment Co.) District of Omaha, as first party and Gould Dietz Investment Co.
as second party.

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

East 26 91/100 acres of North 33.80 acres in S 1/2 of S. W. 1/4 27-16-13.

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 Florence Blvd. Street, nearest to second party's described property where that main crosses Read 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.

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LINEN & LIGOR

31675 *** KCB-PRINTING CO. *** OMAHA

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 July 3d, 1936.

GOULD DIETZ INVESTMENT CO.

Property Owner

By: Victor Dietz, Sec'y.

Witness: F.E. Underwood

Accepted: DL

METROPOLITAN UTILITIES DISTRICT OF OMAHA

By: T. A. Leisen

1.00 Pd 22 & Read St.

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 21st day of July, A. D., 1936, at 11:10 o'clock, A. M.
Thomas J. O'Connor

Register of Deeds

Compared by

D&T

***** 5.Revocable License Agreement *****

Rosalie Balda

and

Metropolitan Utilities District) District of Omaha as first party and Rosalie Balda as second party.

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

Lot 6-7 in Block 245, City of So. Omaha.

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 39 St. Street, nearest to second party's described property where that main crosses "E" 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