



MISC

2009029051



MAR 30 2009 13:37 P 2

Misc

FEE 10.2 FB 01-60000
2 BKP 2616-10 CS COMP
1 DEL _____ SCAN _____ FV _____

A

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/30/2009 13:37:55.68



2009029051

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: D RYBERG
11725 ARBOR #240
ON 68144

Check Number

4062

EASEMENT

Whereas, Mount Michael Foundation, Inc.(GRANTOR) has granted to the Franciscan Monastery of St Clare, Inc (GRANTEE) a long term lease(LEASE) filed in the office of the Douglas County Registrar of Deeds at BKP 26-16-10 (Misc 2007035398), the terms of which are incorporated herein by reference. Said real estate is generally located in the Section 26, T16N, R10E, in Douglas County, Nebraska,. and shall hereinafter be referred to as the PROPERTY and

Whereas, it is a necessity that GRANTEE have access to water on the PROPERTY, and despite GRANTEE'S best efforts, a suitable water supply cannot be found on the PROPERTY, and,

Whereas, two separate wells have been located outside the LEASE boundary and the combined use of the wells is necessary in order for GRANTEE to use the PROPERTY for its intended use,

NOW THEREFORE, in consideration of accomplishing the terms of the aforementioned LEASE. the GRANTOR, on behalf of itself, its successors and assigns does hereby grant to GRANTEE, its successors and assigns, an EASEMENT for the use of wells and the conduit connected therewith, said EASEMENT being described as;

That part of the NW 1/4 of the SW 1/4 of Section 26, T16N, R10E of the 6th P.M., Douglas County, Nebraska, Described as follows: Commencing at the NW Corner of Lot 1, Portiuncula, a subdivision in said Douglas County; thence S07°19'05"E (Assumed Bearing) 117.15 Feet on the West Line of said Lot 1 to the Point of Beginning; Thence continuing S 07° 19'05"E 20.13 Feet; Thence S 89° 06'48"W 284.44 Feet; Thence S 18° 48'36" E 58.06 Feet; Thence S 71° 11'24"E 20.00 Feet; Thence S 18° 48' 36" E 32.72 Feet; Thence N89° 06'48"E 288.66 Feet to the point of beginning.

Further, the term of this EASEMENT will run with the aforementioned LEASE including any options granted to GRANTEE in said LEASE, and,

Further, GRANTEE at all times will have access to said wells and pipes for purpose of use, maintenance, repair, replacement, or other use necessary to accomplish the same, and.

Further, GRANTEE, and only GRANTEE will be responsible for the maintenance of this easement, and GRANTOR shall have no duty or responsibility towards the same, and

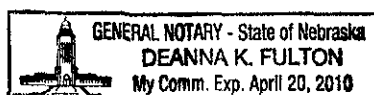
Further, GRANTEE shall be responsible for any surface or ground repair caused by the placement, maintenance, or repair of the wells or conduit

Dated this day of March, 2009,

MOUNT MICHAEL FOUNDATION, INC.

By: *Rt. Rev. Michael Liebl, OSB*
Rt. Rev. Michael Liebl, OSB President

Subscribed in my presence and sworn to before me on this 16 day of March, 2009.



Deanna K. Fulton
Notary Public