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Date
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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

PERMANENT SEWER EASEMENT
(CORPORATION)

When recorded return to:
City of Omaha, Nebraska
Public Works Department
Design Division
R-O-W Section
(Tom Lund, R/W Agent)

1840

B FEE 200 FB _____

BKP _____ C/O _____ COMP _____

DEL _____ SCAN 22 FV _____

FOR OFFICE USE ONLY
Project: Pacific Street, 147 to Fountain Hills Dr.
City Proj. No.: S.P. 93-17
Tract No.: 2
Address: Boystown, NE 68010

KNOW ALL MEN BY THESE PRESENTS:

THAT Father Flanagan's Boys Home, a Nebraska Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two thousand six hundred and 00/100 dollars (\$2,600.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the City of Omaha, Nebraska, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and/or operate a drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said drainage structure, and/or drainage way, at the will of the CITY. The GRANTOR may, following construction of said drainage structure, and/or drainage way, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said drainage structure, and/or drainage way, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent drainage structure, and/or drainage way easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent drainage structure, and/or drainage way easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY and its assigns against the lawful claims and demands of all persons. This permanent drainage structure, and/or drainage way easement runs with the land.
- 6) That said permanent drainage structure, and/or drainage way easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.

PERMANENT SEWER EASEMENT
Page Two (2)
Father Flanagan's
Boys Home
Tract No. 2

- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) (the said Corporation has no Corporate Seal) and these presents to be signed by its respective officers this

6th day of December, 19 99

Father Flanagan's Boys Home
(Name of Corporation)

47-0374606
(Federal I.D. No.)

PRESIDENT or AUTHORIZED OFFICER:

[Signature]
(Name and Title)

ATTEST:

[Signature]
(Name and Title)

Peter J. Garofalo
Corporate Secretary
Legal Counsel

(Corporate Seal)

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 6th day of December, 19 99, before me, a Notary Public in and for said County, personally came Father Val J. Peter

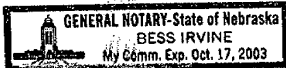
President, of Father Flanagan's Boys Home

a Nebraska Corporation, and, Peter J. Garofalo

Corporate Secretary of said Corporation, to me personally known to be the respective officers

of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.



Notary Seal

[Signature]
NOTARY PUBLIC

Exhibit "A"

LAND ACQUISITION LEGAL DESCRIPTION










Part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska described as follows: Beginning at the southeast corner of Lot 21, Piedmont Addition, an Addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska; thence East and parallel to the north right-of way line of Pacific Street a distance of 403.375 m (1,323.39 feet); thence South a distance of 5.182 m (17.00 feet) to the north right-of way line of Pacific Street; thence West along the north right-of way line of Pacific Street a distance of 403.375 m (1,323.39 feet); thence North a distance of 5.182 m (17.00 feet) to the point of beginning.

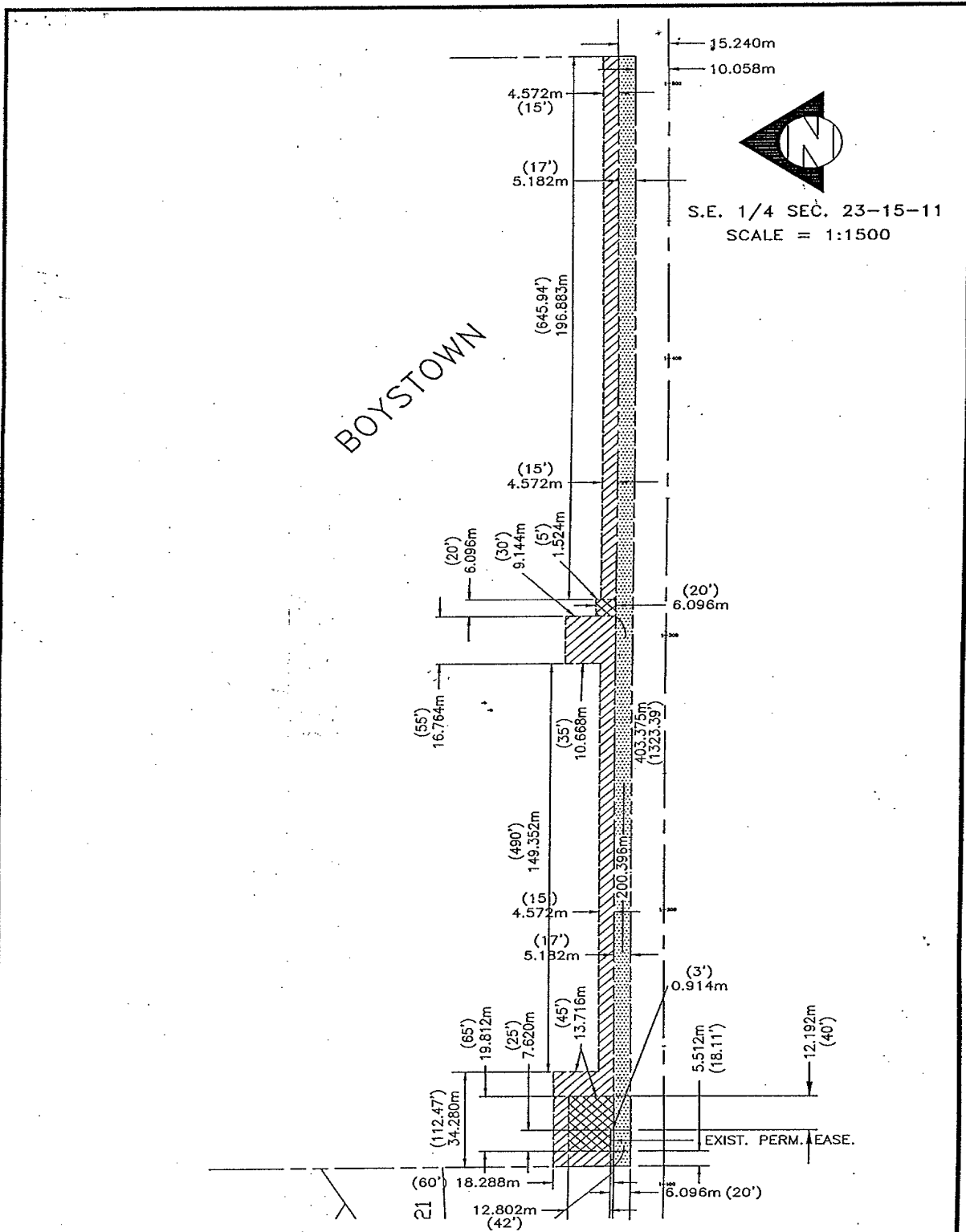
PERMANENT EASEMENT LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska described as follows: Commencing at the southeast corner of Lot 21, Piedmont Addition, an Addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska; thence East a distance of 5.512 m (18.11 feet); thence North a distance of 0.914 m (3.00 feet) to the point of beginning; thence continuing North a distance of 12.802 m (42.00 feet); thence East and parallel to Pacific Street a distance of 19.812 m (65.00 feet); thence South a distance of 13.716 m (45.00 feet); thence West and parallel to Pacific Street a distance of 12.192 m (40.00 feet); thence North a distance of 0.914 m (3.00 feet); thence West a distance of 7.620 m (25.00 feet) to the point of beginning.

Also part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska described as follows: Commencing at the southeast corner of Lot 21, Piedmont Addition, an Addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska; thence East and parallel to the north right-of way line of Pacific Street a distance of 200.396 m (657.46 feet) to the point of beginning; thence North a distance of 6.096 m (20.00 feet); thence East and parallel to Pacific Street a distance of 6.096 m (20.00 feet); thence South a distance of 6.096 m (20.00 feet); thence West a distance of 6.096 m (20.00 feet) to the point of beginning.

CITY OF OMAHA Public Works Department

Owner(s): Father Flanagan's Boys Home Address: Boystown, NE 68010	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;"></td> <td style="width: 65%;">Land Acquisition = _____</td> <td style="width: 20%; text-align: right;">22,496 S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Permanent Easement = _____</td> <td style="text-align: right;">3,250 S.F.</td> </tr> <tr> <td style="text-align: center;"></td> <td>Temporary Easement = _____</td> <td style="text-align: right;">S.F.</td> </tr> </table>		Land Acquisition = _____	22,496 S.F.		Permanent Easement = _____	3,250 S.F.		Temporary Easement = _____	S.F.
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	Permanent Easement = _____	3,250 S.F.								
	Temporary Easement = _____	S.F.								
Project No. S.P. 93-17	Project Name: Pacific Street									
Tract No. 2	Date Prepared: 4-12-99	Revision Date(s):	Page 1 of 3							



CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

	LAND ACQUISITION	-22496- -2089.913-	S.F. S.M.
	PERMANENT EASEMENT	-3250- -301.908-	S.F. S.M.
	TEMPORARY EASEMENT	-23598- -2192.331-	S.F. S.M.

PROJECT NO. S.P. 93-17
 TRACT NO. 2