

A G R E E M E N T

THIS AGREEMENT, made and entered into this 4th day of March, 1966, by and between F. H. BUCHOLZ and NAOMI T. BUCHOLZ, husband and wife, hereinafter referred to as "Grantors", and DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART, a Nebraska corporation, hereinafter referred to as "Grantee":

W I T N E S S E T H :

WHEREAS, Grantors have, by warranty deed of even date herewith, granted and conveyed to Grantee their interest in the following described real estate in Douglas County, Nebraska (hereinafter referred to as Tract I):

The North Half of the North Half of the Northeast Quarter of the Southeast Quarter, the South Half of the Southeast Quarter of the Northeast Quarter, the South Half of the North Half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres more or less;

WHEREAS, Grantors are owners of a certain tract of real estate adjoining the above described premises immediately on the West (hereinafter referred to as Tract II) and more particularly described as follows:

The North Half (N 1/2) of North Half (N 1/2) of Northwest Quarter (NW 1/4) of Southeast Quarter (SE 1/4) and the South Three-Fourths (S 3/4) of Southwest Quarter (SW 1/4) of Northeast Quarter (NE 1/4) of Section 16, Township 15 North, Range 12, East of the 6th P.M., Taylor County, Nebraska, except that part thereto platted as Lots 1, 2, 3, 5, 6, 7 and 8, Bloomfield Hills Addition in Douglas County, Nebraska.

WHEREAS, Grantors may, in the future, plat and subdivide Tract II and install a sanitary sewer system on said tract; and

WHEREAS, Grantee may, in the future, improve Tract I by installation of a sanitary sewer system on said premises; and

WHEREAS, in such event Grantors shall be granted easements and connection rights to such sanitary sewer system constructed by Grantee; and

WHEREAS, Grantors may, in the future, construct a storm sewer system on Tract II; and

WHEREAS, in such event, Grantors shall be granted the right to discharge water from said storm sewer system across a part of Tract I, along with a drainage easement across a part of Tract I; and

WHEREAS, Grantors desire to agree to give an easement to Grantee for a pedestrian way over a portion of Tract II.

NOW, THEREFORE, in consideration of the conveyance to Grantee by Grantors of their interest in the above described Tract I, and in consideration of the mutual promises herein contained and One Dollar (\$1.00) and other valuable consideration:

1. Grantee hereby grants unto Grantors the perpetual right to make connection to any sanitary sewer line hereinafter constructed on Tract I, upon payment of proper, reasonable and applicable connection fees, said connection to be at a point in said sewer line most convenient to Grantors and Grantee. In the event such sewer line is constructed by persons or entities other than Grantee, then Grantee shall take all reasonable steps to permit said connection by Grantors.

2. Grantee agrees to convey and grant unto Grantors a permanent sanitary sewer easement over, under and upon Tract I, said easement to be of sufficient width to permit Grantors to construct, lay, maintain, operate, repair or replace a sanitary sewer pipe line from a point on the West Boundary of Tract I to point of connection, (as determined in paragraph 1. above), to the sanitary sewer line on Tract I, provided, however, that said sewer line shall be located underground and shall not interfere with any walks, drives, buildings or other permanent structures located on Tract I, or hereafter constructed by Grantee on Tract I, and provided further that upon completion of the construction, repair or maintenance of said sewer pipe line, that part of Tract I used for said construction, repair or maintenance shall be restored to substantially the same condition as prior to said construction, repair or maintenance.

3. Grantee further agrees to grant unto Grantors the right to discharge water from a storm sewer which may hereinafter be located on Tract II onto Tract I at a point approximately 300 to 350 feet North of the Southwest corner of Tract I, said point to be finally determined by the engineers of Grantors, and Grantee further agrees to grant and convey unto Grantors a permanent easement for drainage of storm sewer water from said storm sewer over,

under or across a part of Tract I, provided, however, that the area from which surface water is now draining over such natural course shall not be increased, and the location of said drainage easement shall follow the natural drainage course presently existing on the Southwest portion of the above described premises, the exact location and width of said drainage easement across said Southwest corner to be finally determined by the engineers of Grantors, and provided further that Grantors shall indemnify Grantee against and shall absorb any additional costs incurred by Grantee on such natural drainage course as a result of such easement that would not have been required as a result of natural drainage across same.

4. Grantors agree to grant and convey unto Grantee an easement for a continuation of the pedestrian way ingress and egress which may be established on the West boundary line of Tract I pursuant to the covenants contained in the deed from Grantors to Grantee of an interest in Tract I, said easement to be for a continuation of such pedestrian way from said boundary line to the proposed extension of Bloomfield Drive.

5. The parties mutually agree that the rights, benefits and obligations created by this Agreement shall run with the land and be for the benefit of and binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and all future owners of Tract I and Tract II, above described, and reference in this Agreement to "Grantors" and "Grantee" shall include the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Omaha, Nebraska, this 4th day of March, 1966.

ATTEST:

Mary M. Greaney
Secretary

DUCHESNE COLLEGE AND CONVENT OF
THE SACRED HEART, a corporation

By Helin Sheehan
President

F. H. BUCHOLZ

F. H. BUCHOLZ

Naomi T. Bucholz
NAOMI T. BUCHOLZ

Husband and Wife

STATE OF NEBRASKA 1

1 SS

COUNTY OF DOUGLAS 1

On this 4th day of March, 1966, before me, the undersigned, a Notary Public in and for said county, personally came

Helen Sheahan, President of Duchesne College and Convent of the Sacred Heart, to me personally known to be the President and the identical person whose name is affixed to the above Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Omaha, Nebraska,
in said county the day and year last above written.

Notary Public

My commission expires July 14, 1961

STATE OF NEBRASKA 1

1 SS

COUNTY OF DOUGLAS 1

On this 4th day of March, 1966, before me, the under-
signed, a Notary Public, duly commissioned, qualified for and re

siding in said county, personally came F. H. Bucholz and Naomi T. Bucholz, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last
above written.

Notary Public

My commission expires June 18, 1967