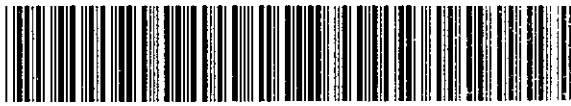


RECEIVED

Oct 16 1 20 PM '97

RICHARD N. TAKECHI  
REGISTRAR OF DEEDS  
DOUGLAS COUNTY, NE



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RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is entered into by and between Bishop Clarkson Memorial Hospital, of Omaha, Nebraska, hereinafter referred to as "BCMh," and the City of Omaha (a Municipal Corporation) hereinafter referred to as "City of Omaha."

WHEREAS, BCMH is the owner of Lots 2, 3, 4, 5 and 6 in Block 6, Kilby Place Addition to the City of Omaha, Douglas County, Nebraska together with the east one-half on the vacated alley adjoining said lots on the west, hereinafter referred to as the Property.

WHEREAS, the City of Omaha desires to obtain the Property from BCMH and BCMH desires to donate the Property to the City of Omaha subject to certain Restrictive Covenants and conditions.

WHEREAS, contemporaneously with the execution of this Restrictive Covenant, BCMH has conveyed the Property to the City of Omaha by Corporate Warranty Deed.

WHEREAS, BCMH is a corporation which operates a hospital on real property near to the Property and whereas the Property is visible from such other locations on the real property of BCMH.

WHEREAS, BCMH desires to maintain the natural beauty of the Property and desires to serve the public interest and the interests of BCMH by conveying the Property to the City of Omaha for use in perpetuity as a city park which will be called Clarkson Park.

WHEREAS, BCMH and the City of Omaha desire and intend that the restrictions and covenants contained herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by BCMH and the City of Omaha, it is agreed that:

1. The Property shall be designated as Clarkson Park and bear that name in perpetuity.
2. The Property shall be developed and maintained as a Public Park and shall be utilized solely as a Public Park.
3. The Property shall be maintained in a manner presently consistent with other city parks.
4. No waste or hazardous waste, as these terms are defined in Neb. Rev. Stat. §81-1502, shall be deposited on the Property.

This Restrictive Covenant is entered into expressly for the benefit of the real property at the following locations:

RETURN: Dwyer, Smith, Gamm (Attn Sam King)  
5712 West Dodge Rd, Suite 400  
Omaha, NE 68114





voluntary act and deed of said corporation, by it and by  
them voluntarily executed.

Betty J. Kucera  
Notary Public

My commission expires May 23, 1998

