

KNOW ALL MEN BE THESE PRESENTS:

THAT FATHER FLANAGAN'S BOYS HOME, a Nebraska nonprofit corporation hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One and no/100 Dollars (\$ 1.00 ) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a Sanitary Sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See attached Exhibit "A" for pictorial rendering of easement area and Exhibit "B" for legal description of easement area. (All reference within this Easement to "City of Omaha, Nebraska" or "City" shall collectively refer to the City and Sanitary and Improvement District No. 353 of Douglas County, Nebraska, its successors and assigns.)

Grantor has simultaneously granted a total of three (3) easements to the City. The terms, agreements and conditions of such easements are interdependent, and as a consequence any default under any one easement shall be considered a default under all three (3) easements.

Grantor, its successors or assigns, shall be permitted to connect to the line free of charge at any future date with no time limitations whatsoever. There shall be no limit on the number of connections permitted. This paragraph shall refer exclusively to connection fees of Sanitary and Improvement District No. 353 of Douglas County, Nebraska, and shall not be or considered to be in any fashion as controlling or relieving any potential connection fees chargeable by the City of Omaha.

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 or operating said Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, 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, 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 or road, street or parking area surfacing 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 Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. 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. This 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 said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with 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 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 easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will 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.
6. That this instrument contains the entire agreement of the parties; that there are no other 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.

IN-WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 26 day of October, A.D., 1989.

FATHER FLANAGAN'S BOYS HOME, a Nebraska nonprofit corporation,  
Name of Corporation corporation,

Corporate Seal

By

Executive Vice

President

Attest

Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me a Notary Public, in and for said County, personally came the above named: \_\_\_\_\_

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

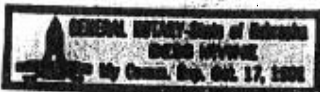
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 26 day of October, 19 89, before me, the undersigned, a Notary Public in and for said County, personally came Father Val J. Peter Executive Vice President of FATHER FLANAGAN'S BOYS HOME, a Nebraska nonprofit Corporation, and John C. Burke

Exec. Vice Secretary of said Corporation, to me personally known to be the President and Secretary respectively 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 at Omaha in said County the day and year last above written.

Dennis P. Hogan III  
NOTARY PUBLIC



My Commission expires October 17, 1991

DENNIS P. HOGAN III  
GAINES, MULLEN, PANSING & HOGAN  
ATTORNEYS AT LAW

TELEPHONE  
(402) 397-8800

REGENCY ONE BUILDING  
10050 REGENCY CIRCLE  
OMAHA, NEBRASKA 68114

LINDEN ESTD 155

POINT OF BEGINNING

NE CORNER OF THE SE 1/4 OF SECTION 15, T5N, R1E, OF THE 6th P.M. Douglas Co., NE.

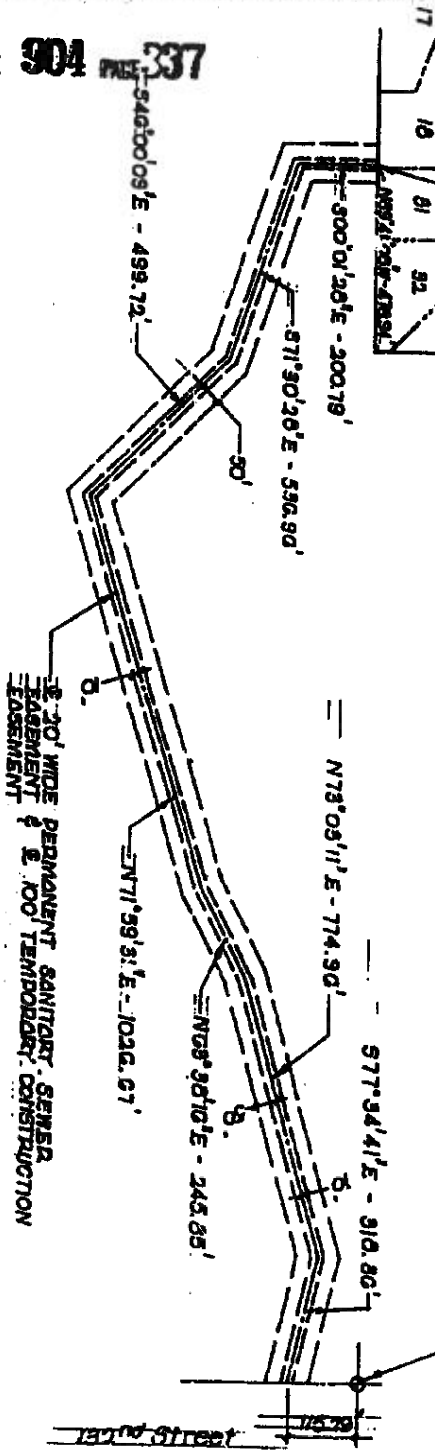


EXHIBIT A

BOOK 904 PAGE 337

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BOOK 904 PAGE 338

LEGAL DESCRIPTION (Permanent Easement)

A 20.00 foot wide permanent easement located in part of the NW1/4 and the S1/2 of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska, the centerline being described as follows: Commencing at the SE corner of Lot 32, Linden Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, thence N89°41'08"W (assumed bearing) 478.94 feet on the South line of Lots 32, 31, and 18 said Linden Estates to the point of beginning; thence S00°01'28"E 200.79 feet; thence S71°30'28"E 536.96 feet; thence S46°00'09"E 499.72 feet; thence N71°59'31"E 1026.67 feet; thence N63°38'16"E 245.85 feet; thence N73°03'11"E 774.96 feet; thence S77°34'41"E 318.36 feet to the East line of the SE1/4 of said Section 13 and the point of termination, said point being 115.29 feet South of the NE corner of the SE1/4 of said Section 13 with the outer limits of said easement being extended to the South line of Lots 9 and 31 said Linden Estates and to the East line of the SE1/4 of said Section 13.

LEGAL DESCRIPTION (Temporary Construction Easement)

A 100.00 foot wide temporary easement located in part of the NW1/4 and the S1/2 of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska, the centerline being described as follows: Commencing at the SE corner of Lot 32, Linden Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence N89°41'08"W (assumed bearing) 478.94 feet on the South line of Lots 32, 31, and 18 said Linden Estates to the point of beginning; thence S00°01'28"E 200.79 feet; thence S71°30'28"E 536.96 feet; thence S46°00'09"E 499.72 feet; thence N71°59'31"E 1026.67 feet; thence N63°38'16"E 245.85 feet; thence N73°03'11"E 774.96 feet; thence S77°34'41"E 318.36 feet to the East line of the SE1/4 of said Section 13 and the point of termination, said point being 115.29 feet South of the NE corner of the SE1/4 of said Section 13 with the outer limits of said easement being extended to the South line of Lots 18 and 31 said Linden Estates and to the East line of the SE1/4 of said Section 13.

1983 map

RECEIVED

Nov 7 3 38 PM '89

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

904 13-15-11 *DK* FEE 20.50  
335-338 LN: WC  
Mun 12 UP 01-6000

EXHIBIT B

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