

BOOK 904 PAGE 339  
TEMPORARY CONSTRUCTION EASEMENT

TRACT NO. \_\_\_\_\_

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 considerations, 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, an easement for the right to enter upon and use for working space for the construction of

Sanitary Sewer, and appurtenances thereto, 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.

Manholes shall be flush with ground surface in area.

Fencing removed or damaged shall be restored to original condition or better.

Grantor shall be compensated for soybean crop damaged or destroyed during construction.

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.

It is further agreed as follows:

1. That this easement runs with the land and terminates thirty (30) days after the improvement is completed.
2. 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, gardens and lawns within the easement area as necessary for construction with the following exceptions: N/A
3. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the area disturbed under this easement to be seeded upon completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the City of Omaha in any of said construction and work.  
(Sodded, Seeded, Paved, etc.)
4. 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 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.
5. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Permanent Easement or Acquisition 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 promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.
6. The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

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

Corporate Seal

By

Attest

Executive Vice President

Secretary

Form C

(Acknowledged on reverse side hereof)

BOOK 904 PAGE 340

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 \_\_\_\_\_

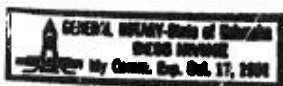
CORPORATE ACKNOWLEDGEMENT

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 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 27, 1989

DENNIS P. HOGAN III

GAINES, MULLEN, PANSING & HOGAN  
ATTORNEYS AT LAW

TELEPHONE  
(402) 397-8500

REGENCY ONE BUILDING  
10050 REGENCY CIRCLE  
OMAHA, NEBRASKA 68114

760-102

BOOK 904 PAGE 341

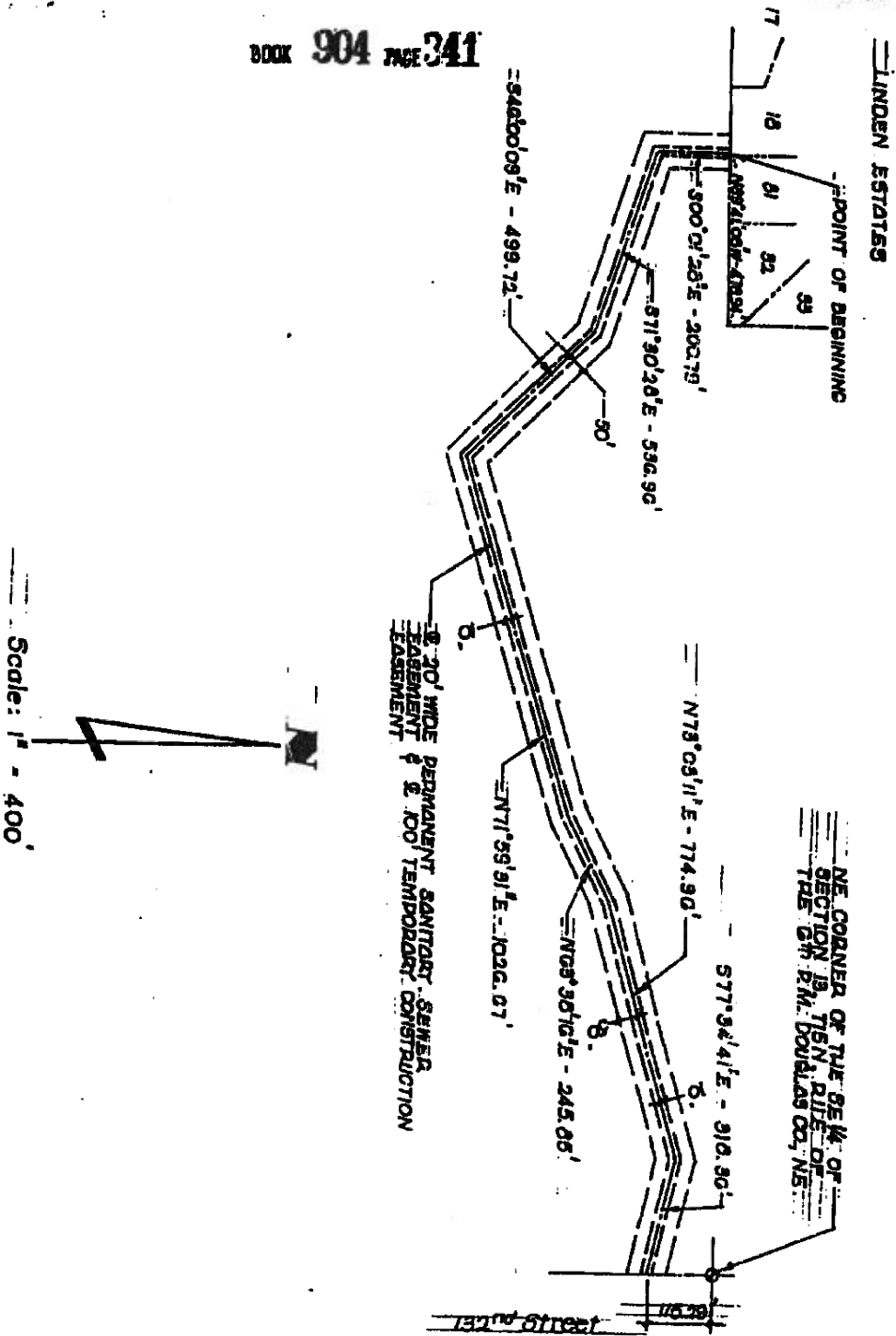


EXHIBIT A

760-102