

EASEMENT

An Easement and Maintenance Agreement is made this 2nd day of November, 1989 by and between FATHER FLANAGAN'S BOY'S HOME, a Nebraska corporation, hereinafter referred to as "Grantor," as owner of that certain real property described on Exhibit "A" attached hereto and by this reference made a part hereof, and SANITARY AND IMPROVEMENT DISTRICT NO. 236 of Douglas County, Nebraska, hereinafter referred to as "SID 236" and its successors and assigns, including but not limited to, the CITY OF OMAHA, Douglas County, Nebraska, a municipal corporation.

WITNESSETH:

That the Grantor in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, unto SID 236 and the City and their successors and assigns, an easement for the purpose of constructing, building, laying, maintaining, repairing, reconstructing, and providing access to a silt retention pond and dam on and over that parcel of land described as follows:

See Exhibit "A" attached hereto by reference made a part hereof for the description and tract plat.

SID 236 shall cause a dam to be constructed on the aforesaid realty for the creation of a silt retention pond and shall cause grass seed to be sown over said dam and shall cause the premises to be left in a neat and orderly condition. SID 236 shall also have the right to go upon the easement area to maintain and repair the dam and silt retention pond and in the event of any such repair, maintenance or reconstruction, SID 236 and their successors and assigns shall leave the premises in the same condition that existed prior to such repairs, maintenance or reconstruction being conducted. All cost of construction and maintenance of said dam and silt retention basin shall be done at no cost to the Grantor and shall be made in accordance with plans and design approved by the Soil Conservation Service in Douglas County, Nebraska. SID 236 shall assume full responsibility for complete and proper maintenance of said dam and retention pond. This shall include, but not be limited to, cutting of grass, weeds, brush and trees as needed. Silt that accumulates within the structure shall be removed when the silt retention pond no longer functions properly. Failure of SID 236 to comply with these provisions shall, after 30 days notice, automatically cause this easement to be cancelled and terminated. This easement is also for the benefit of any contractor, agent, employee and representative of SID 236.

The following insurance covering the drainage easement land and dam and its function shall be provided naming the Grantor as an additional insured:

General liability insurance with a minimum limit of \$1,000,000 for personal injury and \$500,000 for property damage;

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Vehicle coverage with a minimum single limit of \$500,000.00; and

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All insurance companies shall be subject to the approval of the Grantor. A certificate of insurance on grantor's form (copy attached) showing the above coverages to be in full force and effect shall be provided to the Grantor at the inception of this agreement and annually thereafter.

The Grantor does hereby confirm with SID 236 and their assigns and successors, that it is the owner of the above described premises and that it has the right to grant and convey this easement in the manner and form of foresaid and shall warrant and defend this easement to said SID 236 and their assigns against the lawful claims and demands of all persons.

The easement runs with the land and shall remain in full force and effect until such time as 75% of the upstream area which drains into the easement is developed or seven (7) years from this date, whichever occurs first. Certification of such development shall be done by the Soil Conservation Service and at said time the Grantor and SID 236 agree that said easement shall be terminated and released by quitclaim deed to the Grantor.

By mutual agreement between the Grantor and SID 236, this easement may be renewed for an additional five (5) years and at five year intervals thereafter. In the event of continuance or termination of this agreement by either party, 60 days notice of intent shall be given.

SID 236 shall not permit the dam to back up surface water beyond the confines of the dam as shown in the Plans approved by the Soil Conservation Service.

Notwithstanding any other provision herein, the Grantor, or its assigns, reserves the right to request removal of the dam and silt retention pond if its surrounding property is being developed for a higher and better use than agricultural purposes and said structure is an obstacle or detrimental to said development. If, after 60 days notice, removal has not occurred Grantor shall do so at the expense of SID 236.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

FATHER FLANAGAN'S BOYS' HOME,
GRANTOR

By 
Title Executive Vice President

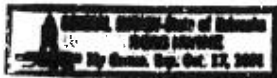
SANITARY AND IMPROVEMENT DISTRICT
NO. 236 OF DOUGLAS COUNTY, NEBRASKA
GRANTEE

By 
Title Chairman

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 2nd day of November, 1989, before me, the undersigned notary public, personally appeared Father Val J. Peter, Exec. Vice President of Father Flanagan's Boys' Home, a corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

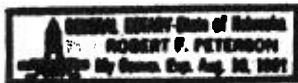


Robert F. Peterson
 NOTARY PUBLIC

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 16th day of October, 1989, before me, the undersigned notary public, personally appeared James P. Belmont of Sanitary and Improvement District No. 236, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Robert F. Peterson
 NOTARY PUBLIC

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LEGAL DESCRIPTION
PERMANENT DRAINAGE EASEMENT

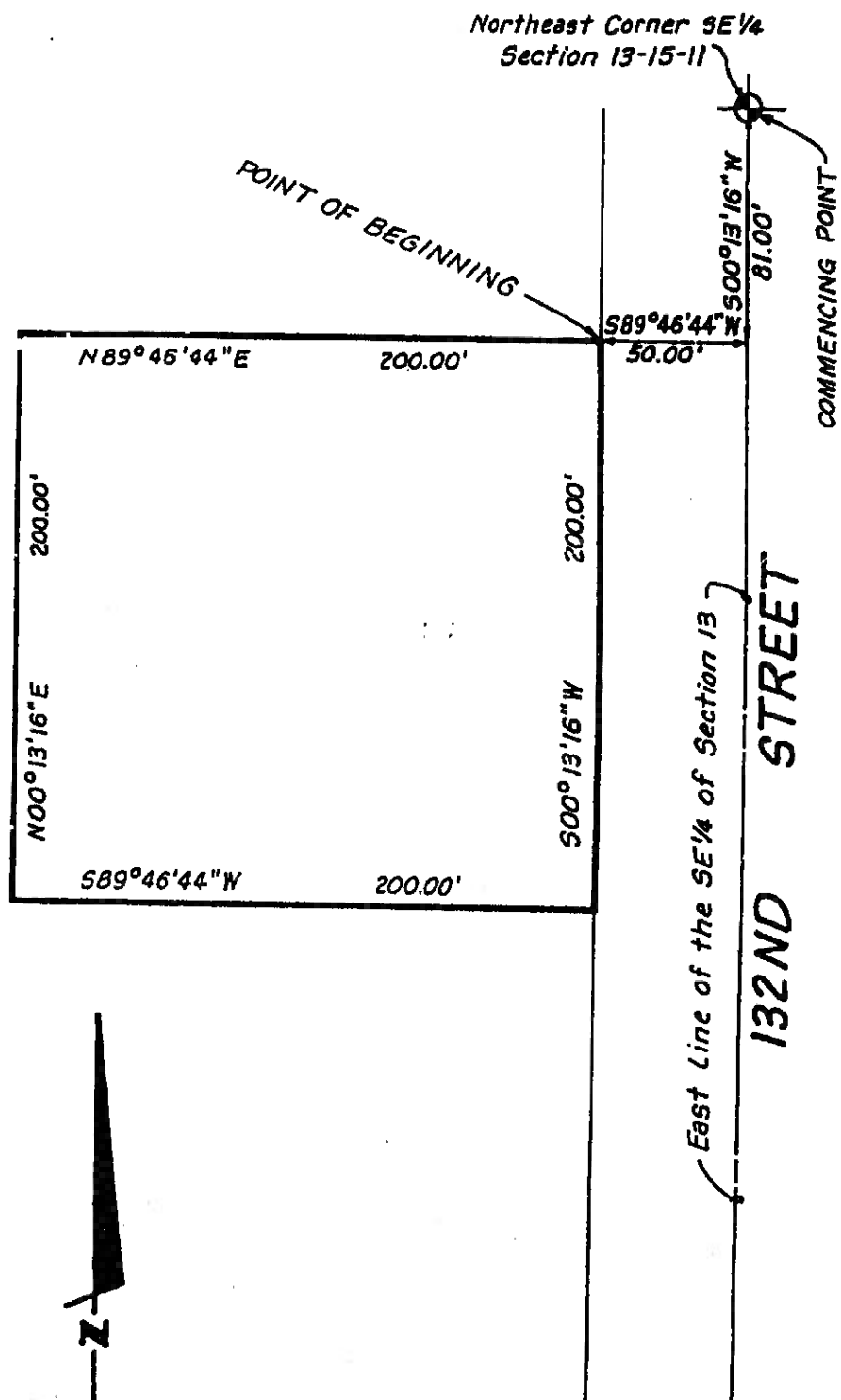
A tract of land located in the SE 1/4 of Section 13, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said SE 1/4 of Section 13; thence S00°13'16"W (Assumed Bearing) along the East line of said SE 1/4 of Section 13, a distance of 81.00 feet; thence N89°46'44"W, a distance of 50.00 feet to a point on the West right-of-way line of 132nd Street, said point also being the Point of Beginning; thence S00°13'16"W along said West right-of-way line of 132nd Street, a distance of 200.00 feet; thence N89°46'44"W, a distance of 200.00 feet; thence N00°13'16"E, a distance of 200.00 feet; thence S89°46'44"E, a distance of 200.00 feet to the Point of Beginning.

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10-26-88

BOOK 904 PAGE 400
EXHIBIT

PERMANENT DRAINAGE EASEMENT



SCALE 1" = 50'

RECEIVED

Nov 8 10 06 AM '89

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

10-26-88

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