

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 \_\_\_\_\_ Storm \_\_\_\_\_ 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 ~~not necessarily~~ 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.

Capacity of each of two (2) silt basins shall be double ~~the silt basin~~ shall be cleaned out if and when needed. Ditch checks ~~shall be~~ where appropriate and agreed to by engineers representing Grantor and Developer or City. Fencing removed or damaged shall be restored to original condition or better. Channel shall be cleaned out where needed and agreed to by engineers representing Grantor and City or Developer. Banks of channel shall be shaped as needed and agreed to by engineers representing Grantor and City or Developer.

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 (Sodded, Seeded, Paved, etc.) of any contractor, agent, employee and representative of the City of Omaha in 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 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 27 day of August A.D., 19 89.



FATHER FLANAGAN'S BOYS HOME, a Nebraska nonprofit corporation,  
By \_\_\_\_\_

Attest John Burke Executive Vice President  
Father Val J. Peter, JCD, STD Secretary

(Acknowledged on reverse side hereof)

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Sanitary and Improvement District No. 353, grantee, hereby agrees to the terms and conditions set forth herein.

*Robert P. Herge*  
Chairman

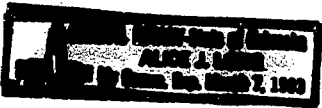
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

On this 28<sup>th</sup> day of August, 1989, before me a Notary Public, in and for said County, personally came the above named: Robert P. Herge, Chairman of Sanitary and Improvement District No. 353 of Douglas County, Nebraska.

who is ~~here~~ personally known to me to be the identical person~~s~~ whose name~~s~~ is ~~here~~ 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.



*Alice J. Hildebrand*  
NOTARY PUBLIC

My Commission expires March 7, 1993

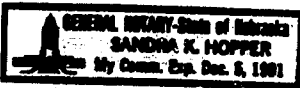
CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF DOUGLAS )

On this 29 day of August, 1989, before me, the undersigned, a Notary Public in and for said County, personally came FATHER VAL PETER, President of FATHER FLANAGAN'S BOYS HOME, Nebraska nonprofit Corporation, and

JOHN C. BUIKKE, 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.



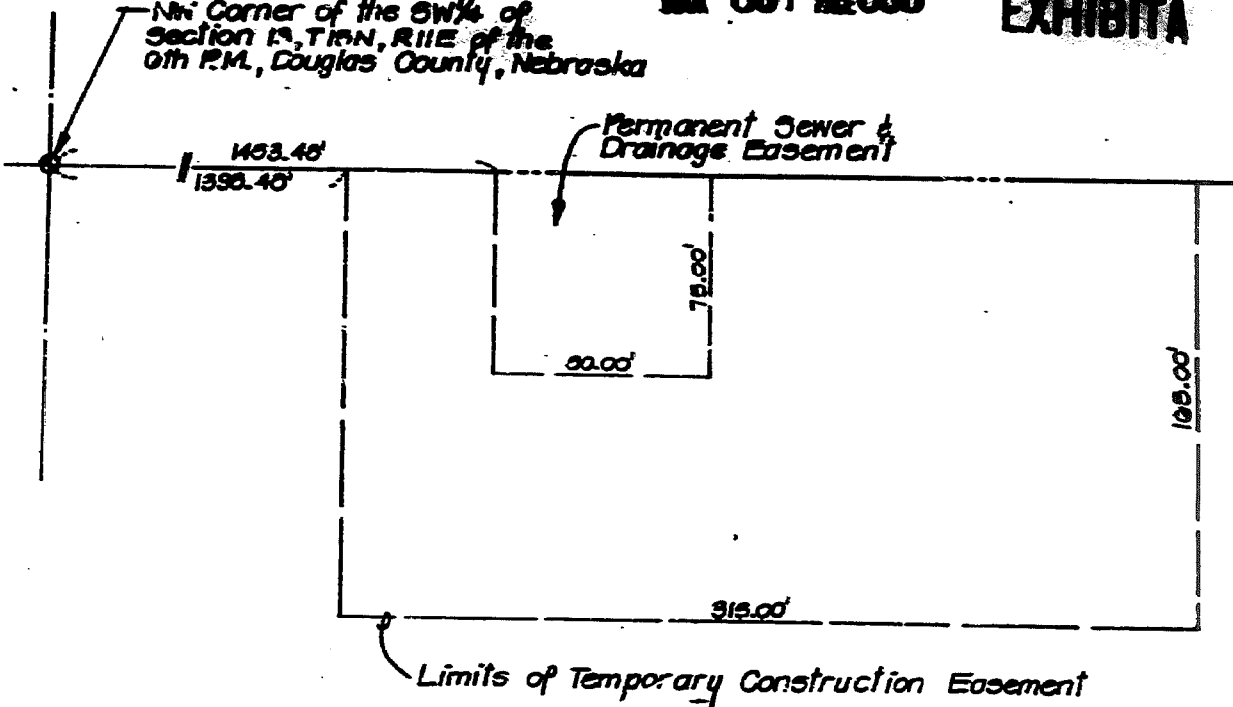
*Sandra K. Hopper*  
NOTARY PUBLIC

My Commission expires December 5, 1991

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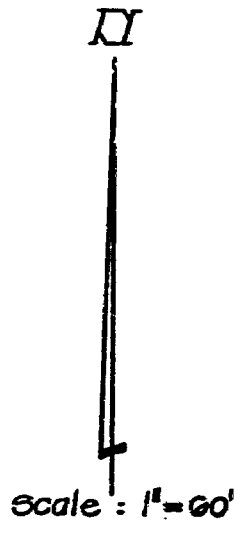
EXHIBIT A

NW Corner of the SW 1/4 of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska



Legal Des:  
The East  
Section 1

Legal Des:  
The East  
Section 1



*Miss  
14609 ft.  
BK 887  
PG 536*

ITA

BOOK 897 PAGE 537

EXHIBIT B

Legal Description: (Permanent Easement)

The East 80.00 feet of the West 1533.48 feet of the North 75.00 feet of the SW $\frac{1}{4}$  of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska.

Legal Description: (Temporary Construction Easement)

The East 315.00 feet of the West 1713.48 feet of the North 165.00 feet of the SW $\frac{1}{4}$  of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska.

168.00

Miss  
14609 ft.

BK 897 N 13-15-11 CJC FEE 20<sup>50</sup>  
PG 534-537 N 13-15-11 DEL: 171 MO  
Miles COMP 11 E/B 01-6000

RECEIVED  
1989 SEP -1 PM 3:21  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

700-103