

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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 and 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 refer to the Occoconk Sanitary and Improvement District No. 353 of Douglas County, Nebraska, its successors and assigns.)

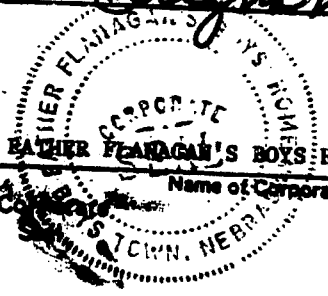
Grantor has simultaneously granted a total of three (3) easements to the City. The terms, agreements and conditions of such easements are inter-dependent, and as a consequence any default under any one easement shall be considered a default under all three (3) easements.

Capacity of each of two (2) silt basins shall be doubled. Silt basins shall be cleaned out if and when needed. Ditch checks shall be installed 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 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 29 day of _____ A.D., 19 89



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

By [Signature]
Father Val J. Peter, JCD, STD
Executive Vice President

[Signature] Secretary

(Acknowledged on reverse side hereof)

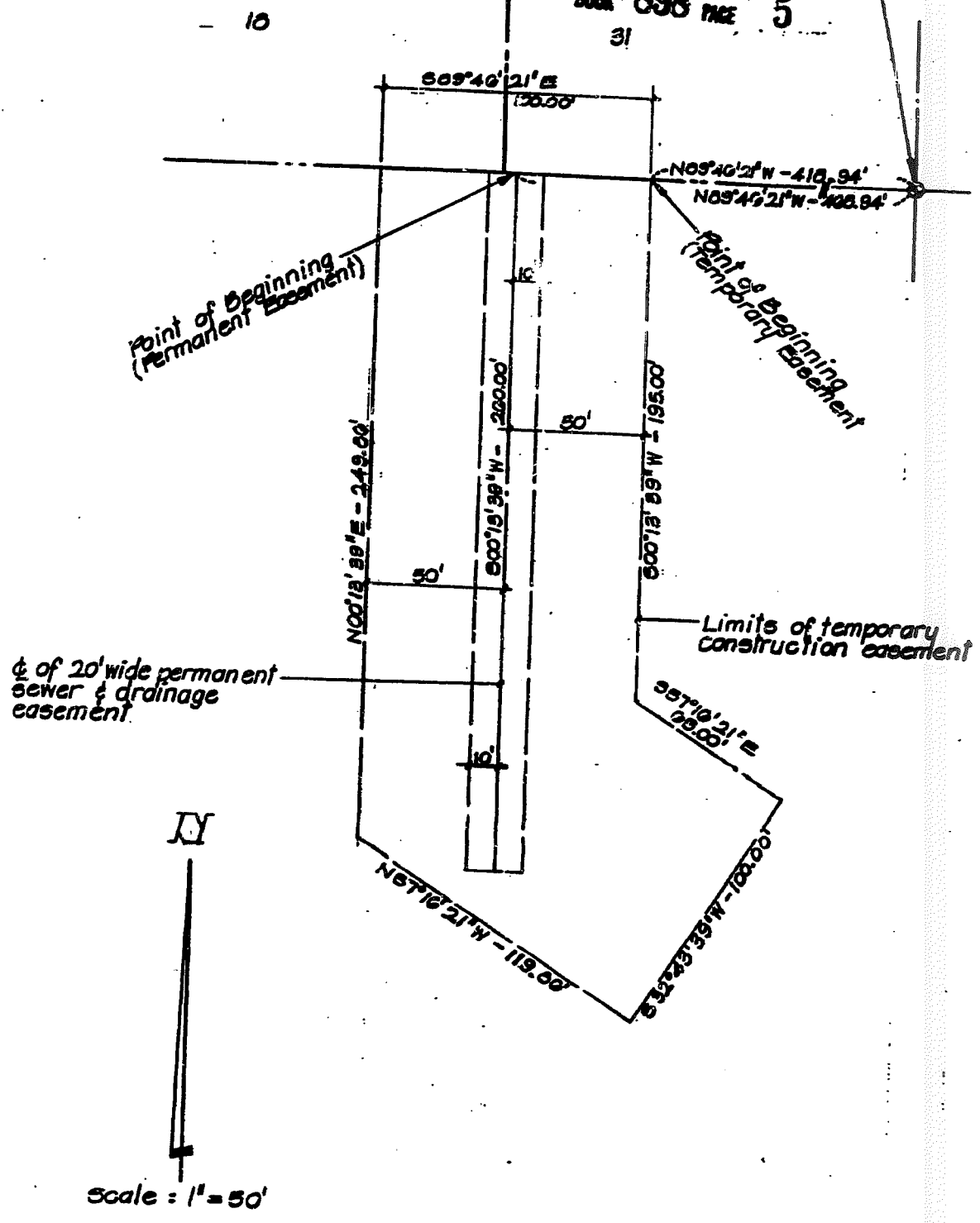
OVER...

NE Corner of the SW/4 of
 Section 13, T15N, R11E of the
 6th P.M., Douglas County, Nebraska
 BOOK 898 PAGE 5

EXHIBIT A

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 above
 herein

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Legal Description: (Permanent Easement)

A 20.00 foot wide permanent easement located in the SW $\frac{1}{4}$ of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska, the centerline being described as follows: Commencing at the NE corner of said SW $\frac{1}{4}$; thence N89°46'21"W (assumed bearing) 468.94 feet on the North line of said SW $\frac{1}{4}$ to the point of beginning; thence S00°13'39"W 260.00 feet to the point of termination.

Legal Description: (Temporary Construction Easement)

That part of the SW $\frac{1}{4}$ of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the NE corner of said SW $\frac{1}{4}$; thence N89°46'21"W (assumed bearing) 418.94 feet on the North line of said SW $\frac{1}{4}$ to the point of beginning; thence S00°13'39"W 195.00 feet; thence S57°16'21"E 65.00 feet; thence S32°43'39"W 100.00 feet; thence N57°16'21"W 119.86 feet; thence N00°13'39"E 249.86 feet to the North line of said SW $\frac{1}{4}$; thence S89°46'21"E 100.00 feet on the North line of said SW $\frac{1}{4}$ to the point of beginning.

RECEIVED

1989 SEP -6 PM 3:36

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

14784 J. Mac

BK 898 N 13-15-11 CJO FEE 20.50
EQ3-6 N 13-15-11 DEL WTV MC MA
OF Mac 1/2 COMP W FJB 01-60000

PERMANENT SEWER EASEMENT AGREEMENT

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, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a Storm 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 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.

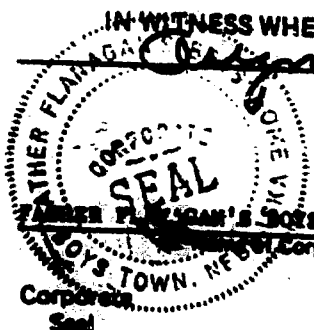
Silt basins shall be cleaned out if and when needed.

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 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. 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, agreements, 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 27 day of _____ A.D., 1999.



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

By _____
Attest _____ Secretary

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

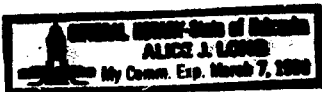
Robert C. Morgan
Chairman

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

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



Alice J. Lewis
NOTARY PUBLIC

My Commission expires March 7, 1990

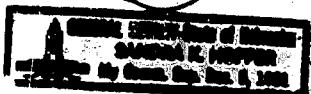
CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

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

John C. Bucke Secretary of said Corporation, and John C. Bucke Secretary 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

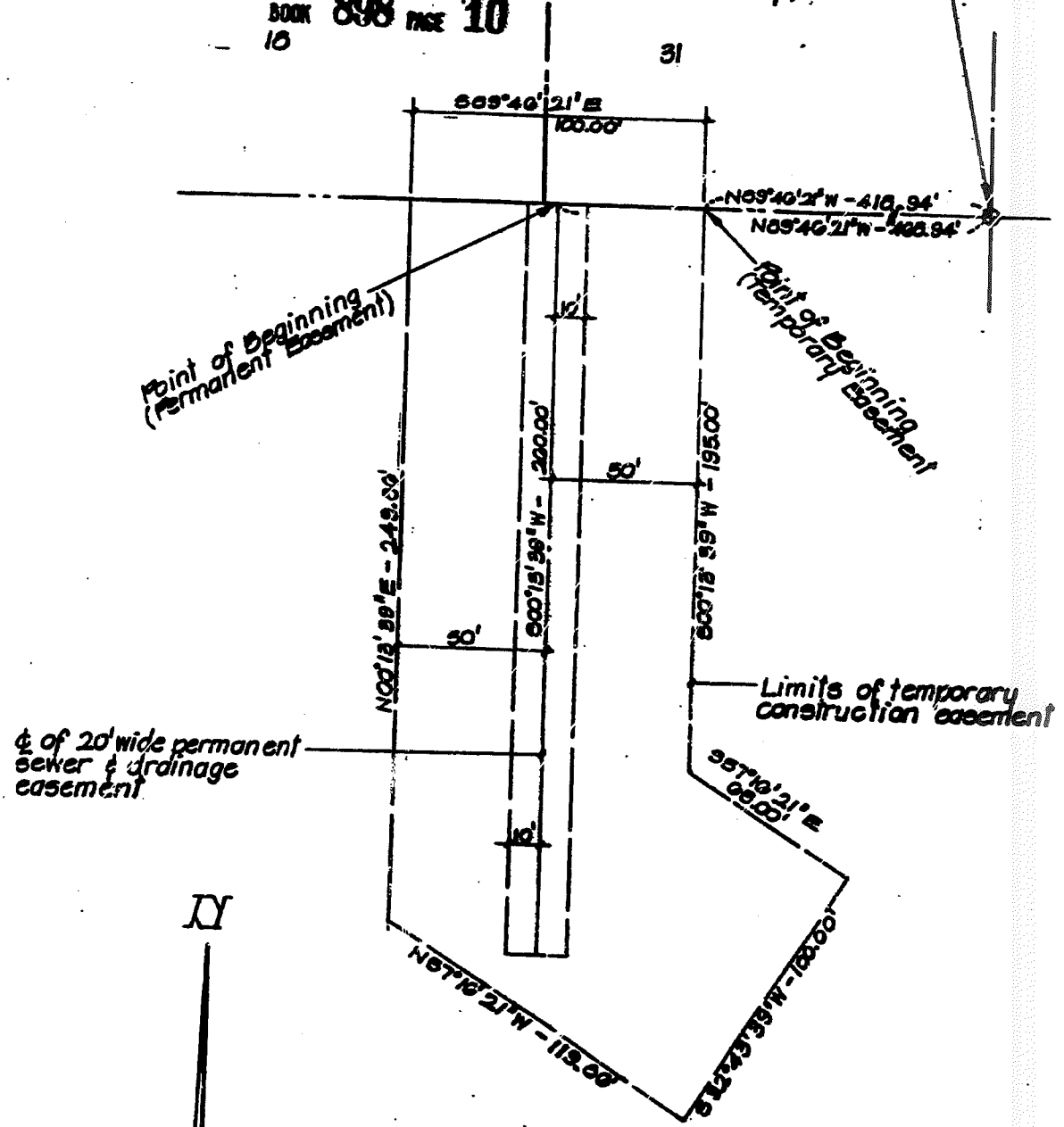
My Commission expires December 5, 1991

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

EXHIBIT A

BOOK 898 PAGE 10

31



Center of 20' wide permanent sewer & drainage easement

Limits of temporary construction easement

N

Scale: 1" = 50'

147

780-103

Legal Description: (Permanent Easement)

A 20.00 foot wide permanent easement located in the SW $\frac{1}{4}$ of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska, the centerline being described as follows: Commencing at the NE corner of said SW $\frac{1}{4}$; thence N89°46'21"W (assumed bearing) 468.94 feet on the North line of said SW $\frac{1}{4}$ to the point of beginning; thence S00°13'39"W 260.00 feet to the point of termination.

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REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

14786 J. Mac

DK 898 N 13-15-11 C/D 20.50
PG 8-11 N 13-15-11 D/H 1N MC 10
FIB 01-60000