

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 _____

and appurtenances thereto, the parcel of land described as follows, to-wit: Sanitary Sewer

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.

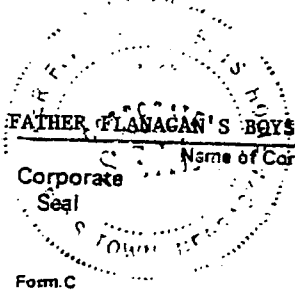
Grantor shall be compensated for soybean crop damaged or destroyed during construction.

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

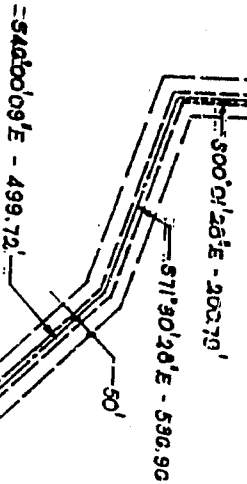
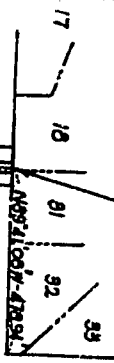
Attest

[Signature] Executive Vice President
[Signature] Secretary

(Acknowledged on reverse side hereof)

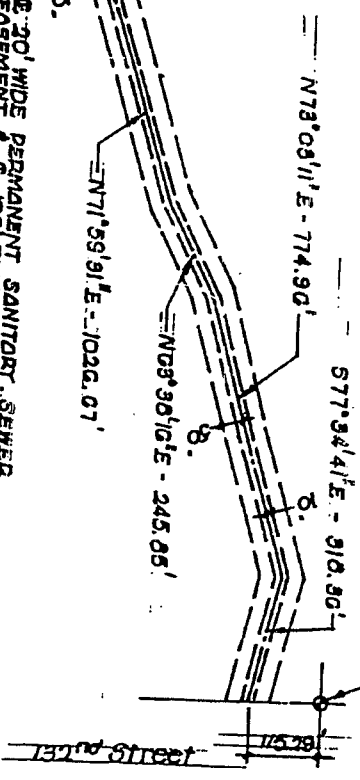
LINDEN ESTATES

POINT OF BEGINNING



30' WIDE PERMANENT SANITARY SEWER EASEMENT & 100' TEMPORARY CONSTRUCTION EASEMENT

NE CORNER OF THE SE 1/4 OF SECTION 19, T5N, R1E OF THE 6th P.M. DOUGLASS CO., NE.



Scale: 1" = 400'

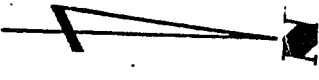


EXHIBIT A