

PERMANENT SEWER EASEMENT AGREEMENT  
between

KNOW ALL MEN BE THESE PRESENTS: Father Flanagan's Boys' Home and  
Sanitary and Improvement District #353

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 Sanitary 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 of Omaha~~ 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.

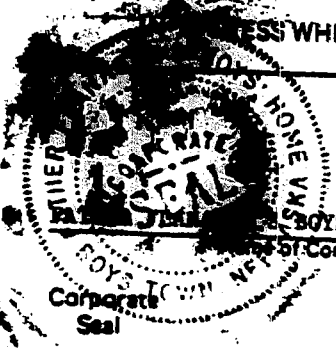
Grantor, its successors or assigns, shall be permitted to connect to the line free of charge by the District at any future date with no time limitation whatsoever. There shall be no limit on the number of connections permitted.

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:

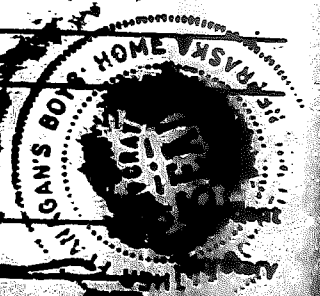
1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing 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, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 9th day of April A.D., 1991.



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

By \_\_\_\_\_  
Attest \_\_\_\_\_



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

*Robert P. Horgan*  
Chairman

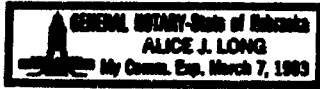
~~INDIVIDUAL ACKNOWLEDGEMENT~~

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

On this 24th day of January, 1991, before me a Notary Public, in and for said County, personally came the above named: Robert P. Horgan, Chairman of Sanitary and Improvement District No. 353 of Douglas County, Nebraska, a Nebraska political subdivision,

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. Long*  
NOTARY PUBLIC

My Commission expires March 7, 1993

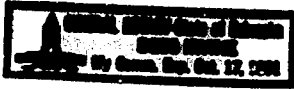
CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

On this 9th day of January, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Father Val Peter Vice-President of FATHER FLANAGAN'S BOYS HOME, 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.



*Ed Brune*  
NOTARY PUBLIC

My Commission expires October 17, 1991

Scale: 1" = 400

740-109

MINDEN ESTATES

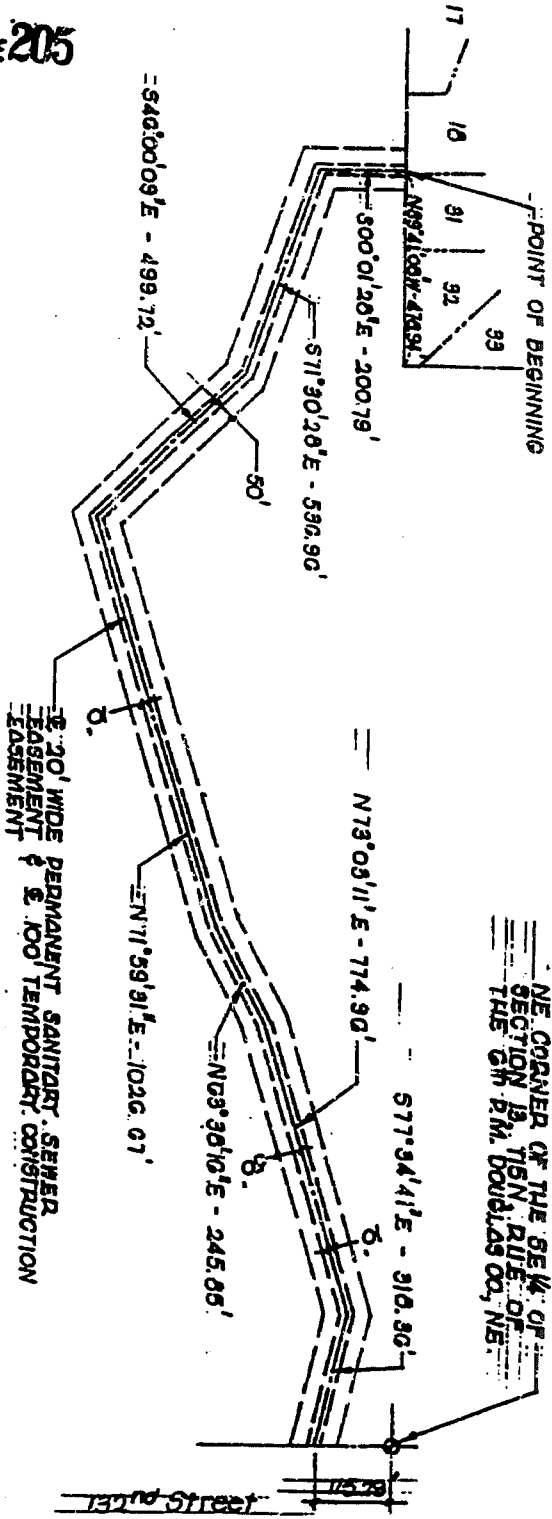


EXHIBIT A

ally  
53  
ove  
rein

id  
of  
| C  
| S  
| R  
| J  
| R  
| e

760-107

LEGAL DESCRIPTION (Permanent Easement)

A 20.00 foot wide permanent easement located in part of the NW1/4 and the S1/2 of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska, the centerline being described as follows: Commencing at the SE corner of Lot 32, Linden Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, thence N89°41'08"W (assumed bearing) 478.94 feet on the South line of Lots 32, 31, and 18 said Linden Estates to the point of beginning; thence S00°01'28"E 200.79 feet; thence S71°30'28"E 536.96 feet; thence S46°00'09"E 499.72 feet; thence N71°59'31"E 1026.67 feet; thence N63°38'16"E 245.85 feet; thence N73°03'11"E 774.96 feet; thence S77°34'41"E 318.36 feet to the East line of the SE1/4 of said Section 13 and the point of termination, said point being 115.29 feet South of the NE corner of the SE1/4 of said Section 13 with the outer limits of said easement being extended to the South line of Lots 18 and 31 said Linden Estates and to the East line of the SE1/4 of said Section 13.

LEGAL DESCRIPTION (Temporary Construction Easement)

A 100.00 foot wide temporary easement located in part of the NW1/4 and the S1/2 of Section 13, T15N, R11E of the 6th P.M., Douglas County, Nebraska, the centerline being described as follows: Commencing at the SE corner of Lot 32, Linden Estates, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence N89°41'08"W (assumed bearing) 478.94 feet on the South line of Lots 32, 31, and 18 said Linden Estates to the point of beginning; thence S00°01'28"E 200.79 feet; thence S71°30'28"E 536.96 feet; thence S46°00'09"E 499.72 feet; thence N71°59'31"E 1026.67 feet; thence N63°38'16"E 245.85 feet; thence N73°03'11"E 774.96 feet; thence S77°34'41"E 318.36 feet to the East line of the SE1/4 of said Section 13 and the point of termination, said point being 115.29 feet South of the NE corner of the SE1/4 of said Section 13 with the outer limits of said easement being extended to the South line of Lots 18 and 31 said Linden Estates and to the East line of the SE1/4 of said Section 13.

EXHIBIT B

*Misc #*  
1331

PLATTEAU PLANNING

**CERTIFICATE OF CORPORATE RESOLUTION  
AND OF INCUMBENCY OF OFFICERS**

BOOK **951** PAGE **207**

I, John C. Burke, Secretary of Father Flanagan's Boys' Home, a Nebraska nonprofit corporation, hereby certify that at a meeting of the Board of Trustees of said corporation duly held on September 13, 1985, at which a quorum was present and acting throughout, the following resolution was duly adopted:

**RESOLVED**, That the President, Executive Vice President or any Vice President or any Vice President and the Secretary or General Counsel of Father Flanagan's Boys' Home be and they are hereby authorized at any time and from time to time to sell, transfer and convey, lease for any term and grant options and easements of every kind, and enter into contracts of every nature with respect to any and all real property including any interest in real property, which Father Flanagan's Boys' Home may now own or may hereafter acquire, other than the real property located in and constituting part of Boys Town, Nebraska; any such sale, transfer, conveyance, lease, option, easement or contract to be in such form, for such consideration and upon such terms and conditions as the President, Executive Vice President or any Vice President and the Secretary or General Counsel determine and they are hereby authorized to execute and deliver on behalf and in the name of this corporation any and all instruments of every kind and nature and to do any and all acts and things which they may deem necessary or appropriate to accomplish and consummate any transaction herein authorized.

I further certify that the foregoing resolution is not contrary to any provisions in the Articles of Incorporation or Bylaws of Father Flanagan's Boys' Home and has not been repealed or amended and remains in full force and effect at the date of this certificate.

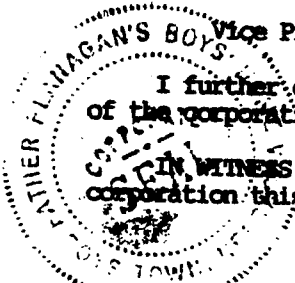
I further certify that the persons named below are at the date of this certificate the incumbents of the respective offices of Father Flanagan's Boys' Home set out opposite their respective names:

President	Daniel E. Sheehan
Executive Vice President/Treasurer	Valentine J. Peter
Vice President/Assistant Treasurer	James E. Schmidt
General Counsel/Secretary	John C. Burke
Vice President of Financial Planning	Ed W. Fitzgerald
Vice President of Investments	Philip J. Ruden

JUN 24 3 58 PM '91  
 OFFICE OF THE CLERK  
 BOYS TOWN, NEBRASKA

I further certify that I am duly authorized to make this certificate on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this 9 day of January 1991.



*John C. Burke*  
Secretary

Misc # 1331  
 BK 951 N 13-15-11-12  
 203-207 13-15-12  
 OF Misc 9th COMP FJB 01-60000  
 FEE 25  
 DEL 1N MC (6)

.2 of  
 rline  
 ates,  
 hence  
 nd 18  
 feet;  
 3'31"E  
 hence  
 d the  
 f the  
 ed to  
 f the  
  
 /2 of  
 rline  
 ates,  
 hence  
 nd 18  
 feet;  
 3'31"E  
 hence  
 d the  
 f the  
 ed to  
 f the

BITB