

18-15-12

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 20th day of October, 1975, between the undersigned HALEM AYOUB, CAREM AYOUB, FRED AYOUB, HALEM AYOUB as Trustee of the Ayoub Grandson Trust, and W. F. KARAM, (herein called "Grantor" whether one or more), and SANITARY AND IMPROVEMENT DISTRICT NO. 45 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA in the State of Nebraska, a Municipal Corporation (hereinafter collectively called "Grantee" except as otherwise noted),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns forever, a permanent sanitary sewer and drainage easement in, through, under, over, on and across same, to-wit:

The East 10 acres of the Southwest Quarter of the Southwest Quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M., except that part described as follows: Beginning 934.6 feet East and 60 feet North of the Southwest corner of said Section 18, thence North 370.7 feet, thence East 235 feet, thence South 370.7 feet, thence West 235 feet to the place of beginning, in Douglas County, Nebraska, and except that part taken for West Dodge Street.

The width and exact location of said permanent easementway is described in EXHIBIT "A" attached hereto and by this reference incorporated herein. This easement runs with the land.

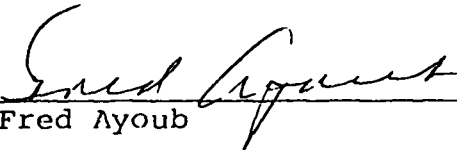
2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a sanitary outfall sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer of sanitary sewage. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said sanitary sewer improvements are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain said sewer improvements as public facilities; and PROVIDED further that Grantee shall have a temporary construction easement in, through, under, over, on, across and upon that portion of said real property owned by Grantor described and identified as a temporary construction easement on said EXHIBIT "A" attached hereto, which said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said sanitary sewer facilities, or one (1) year from date hereof, whichever first occurs.

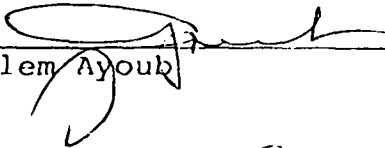
3. By accepting and recording this permanent easement grant, said Grantee, Sanitary and Improvement District No. 45 of Douglas County, Nebraska, covenants and agrees to cause any trench made on said real property to be properly refilled and shall cause the restoration, as nearly as practicably possible, of the soil in the construction area to such condition(s) as exists on date hereof.

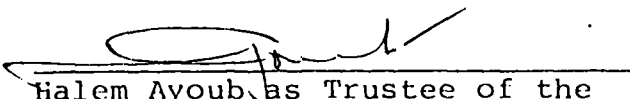
4. Grantor herein, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that they are free from encumbrances; that Grantor has good right and lawful authority to grant said easementway(s) and Grantor further hereby covenants to warrant and defend said easementway(s) against the lawful claims of all persons whomsoever.

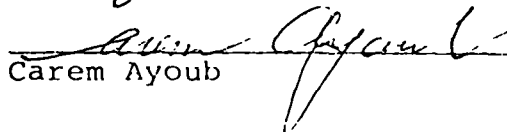
5. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

EXECUTED on the day and year first above written.

  
Fred Ayoub

  
Halem Ayoub

  
Halem Ayoub as Trustee of the  
Ayoub Grandson Trust

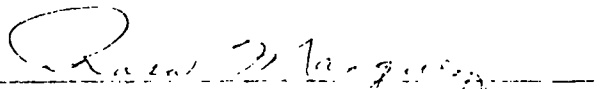
  
Carem Ayoub

  
W. F. Karam

STATE OF TEXAS )  
                          ) ss.  
COUNTY OF EL PASO)

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came FRED AYOUB, HALEM AYOUB, CAREM AYOUB, HALEM AYOUB as Trustee of the Ayoub Grandson Trust, and W. F. KARAM, to me personally known to be the identical persons whose names are affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

  
Notary Public

My Commission expires June 26, 1977

Candlewood Addition

232

233	234	235	236	237	238	239
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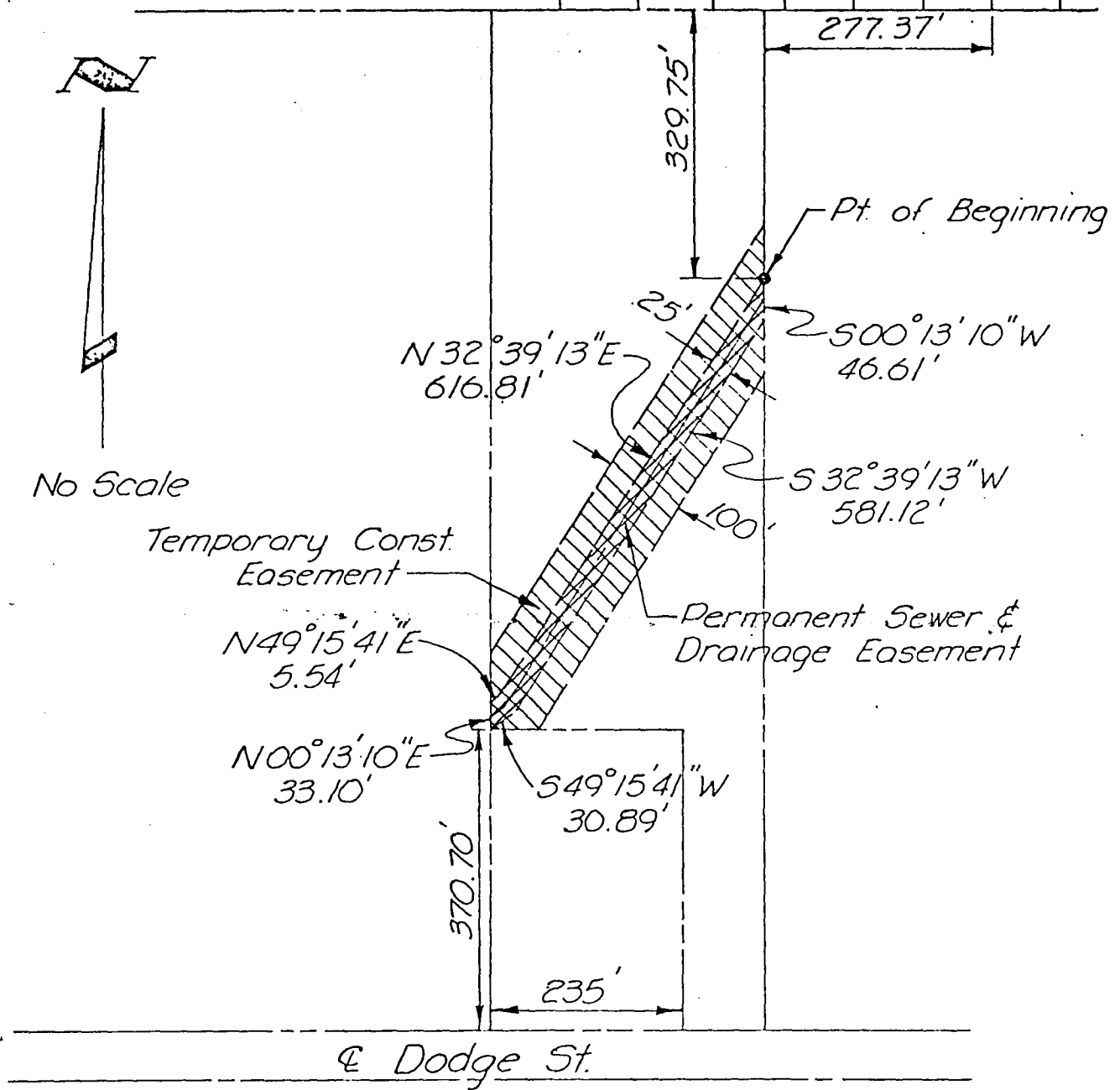


EXHIBIT "A"

LEGAL DESCRIPTION  
PERMANENT SEWER AND DRAINAGE EASEMENT

The following is a legal description of a permanent sewer and drainage easement located in the southwest one quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska being more particularly described as follows:

Commencing at the southernmost common corner of lots 238 and 239, Candlewood Addition, a platted and recorded subdivision in Douglas County, Nebraska; thence North 89°46'50" West (assumed bearing) a distance of 277.37 feet; thence South 00°13'10" West a distance of 329.75 feet to the point of beginning; thence continuing South 00°13'10" West a distance of 46.61 feet; thence South 32°39'13" West a distance of 581.12 feet; thence South 49°15'41" West a distance of 30.89 feet; thence North 00°13'10" East a distance of 33.10 feet; thence North 49°15'41" East a distance of 5.54 feet; thence North 32°39'13" East a distance of 616.81 feet to the point of beginning.

LEGAL DESCRIPTION

The following is a legal description of a temporary construction easement located in the southwest one quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska, that is parallel to and 50 feet either side of a line being more particularly described as follows:

Commencing at the southernmost common corner of lots 238 and 239, Candlewood Addition, a platted and recorded subdivision in Douglas County, Nebraska; thence North 89°46'50" West (assumed bearing) a distance of 277.37 feet; thence South 00°13'10" West a distance of 353.05 feet to the point of beginning; thence South 32°39'13" West a distance of 598.96 feet. (Southernmost line of above described easement terminates at the northernmost lot line of a 370.70 foot by 235 foot parcel of land located in said section.)

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DOUGLAS COUNTY, NEBR.

~~THE STATE OF NEBRASKA  
Douglas County  
Recorder's Office  
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and County  
Proctor~~

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