

EASEMENT

359 717

KNOW ALL MEN BY THESE PRESENTS, that T. H. MAENNER CO.

for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration in hand paid, receipt of which is hereby acknowledged, has bargained, sold and conveyed, and does by these presents bargain, sell and convey unto Serritas and Improvement District No. 59 of Douglas County, Nebraska, its successors and assigns, a certain easement over and across the following described real estate to wit:

A Ten (10) Foot permanent right-of-way easement which is the East Ten Feet of a parcel of ground in Maenner Meadows Addition, an Addition to Douglas County, Nebraska which parcel is more particularly described as follows:

Commencing at the intersection of the East line of 96th Street and the South line of Franklin Street, thence East along the South line of Franklin Street, a distance of 620.00 Feet, thence South 238.00 Feet to the North line of Lot 7, Blk. 5 Maenner Meadows Addition, thence West along the North line of Lot 7, Blk. 5 extended a distance of 126.48 Feet, thence Southwesterly along the Northwesterly line of Lot 9, Blk. 5, Maenner Meadows Addition to the Northly Line of Meadow Drive, thence Northwesterly along the Northly line of Meadow Drive to the East line of 96th Street, thence North along the East line of 96th Street, a distance of 108.00 Feet to the Point of Beginning.

said easement to be used in part for the purpose of maintenance, replacement, inspection and repair of a certain storm sewer line used and to be maintained and used as part of the storm sewer system owned and operated by the grantee herein, under the following conditions only:

1. The said easement shall be used only for the purpose herein expressed and for no other purpose.
2. Entry upon the easement may be had by the grantee, and its successors and assigns, for the purpose of maintenance and repair of such storm sewer, and for the purpose of inspecting same, and if entry is so made, said grantee, for itself and its successors and assigns, by accepting this easement, does agree to repair all damages caused to such premises, and to cause such improvements or cultivation as may be removed, injured or damaged by the said grantee in its operation, to be placed in as good condition as they were prior to entry, at its sole expense.

3. This easement shall in no way prevent the owner of the above described premises from using the premises for residential purposes, including the maintenance of any gardens, trees, lawn and shrubs as he may desire.

4. This easement shall encumber the said above described property and shall bind the undersigned grantors and their successors and assigns.

IN WITNESS WHEREOF the undersigned has executed or caused these presents to be executed this 7th day of August, 1961.

T. H. MAENNER CO.
By T. H. Maenner President
Attest [Signature] Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 7th day of August, 1961, A.D., 1961, before me, a Notary Public, in and for said County, personally came the above named T. H. Maenner President, and [Signature] Secretary of

T. H. MAENNER CO.

who are personally known to me to be the identical persons whose names are affixed to the above Instrument as President and Secretary of said Corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and official seal the date last aforesaid.

[Signature]
Notary Public.

My commission expires July 6, 1964



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