

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that T. H. Maenner Co., a Nebraska Corporation, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid, receipts of which is hereby acknowledged, has bargained, sold and conveys, and does by these presents bargain, sell and convey, unto Sanitary & Improvement District No. 59, of Douglas County, Nebraska, a municipal corporation, a certain easement over and across the following-described real estate, to-wit:

A strip of land 10 feet in width, the center line of which is the common lot line between Lots 6 and Seven (7), Block Eleven (11), Maenner Meadows Addition, in addition in Douglas County, Nebraska, as surveyed, platted and recorded, extending from the northerly line of said lots the full depth and the southerly line thereof.

said easement to be used only 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 made, said Sanitary & Improvement District No. 59, of Douglas County, Nebraska, 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.

BOOK 358 PAGE 176

4. This easement shall inure to the benefit of 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 their presence to be executed this 22nd day of September, 1964.

T. H. MANNING CO.

T. H. Manning
President

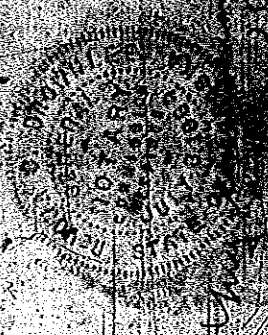
Robert P. ...
Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLASS

On this 22nd day of September, A.D., 1964,

before me, a Notary Public, in and for said County, personally came John B. Manning, President of T. H. Manning Co., a Corporation, who is personally

known to me to be President of said corporation and the legal person whose name is affixed to the above instrument, and he acknowledged said instrument to be his voluntary act and deed, and the voluntary act and deed of the said corporation, and he further affirmed that the corporate seal of the said corporation was affixed to this instrument by his authority.



John B. Manning
Notary Public

Sept 24 1964

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