

*Out of the original  
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use.*

*43rd Railroad  
south of Turdle Creek  
Affects L(161-169) 173-174, 138-192*

1386 843

RIGHT OF WAY EASEMENT

THIS INDENTURE, made and entered into this 7th day of May, 1961, by and between FRANK STEPANEK, JR., a single man, party of the first part and CITY OF RALSTON, a Municipal Corporation, Douglas County, Nebraska, party of the second part.

WITNESSETH: That

The party of the first part in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the party of the second part, its successors and assigns, the perpetual right, privilege and easement to construct, maintain and operate a watermain and appurtenances thereto over and across,

Right of way easements across a tract of land located in the Southwest Quarter of Section 10, Township 14 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

A twenty (20) foot permanent right-of-way easement and a fifty (50) foot temporary construction right-of-way easement, the southeast lines of which coincide with one another and abutt the northwest right-of-way line of the Missouri Pacific Railroad, said right-of-way easements to commence at a point approximately eight hundred (800) feet southwesterly on the east line of the Southwest Quarter of said Section 10 as measured along the northwest right-of-way line of said railroad and continue southwesterly and abutting said railroad right-of-way line a distance of approximately 1275 feet.

The exact location of the watermain in the permanent right-of-way to be fixed by the Engineer for the City of Ralston, Nebraska.

The agents, employees and contractors employed by the party of the second part shall have the right of ingress to and egress from said property for the purpose of constructing, maintaining and repairing the said watermain. The said watermain shall be located beneath the surface of the ground and ditches made in the installation, repair or upkeep of said watermain shall be refilled by the said party of the second part and any trees, shrubbery or sod removed or damaged in the course of construction, maintenance or repair of said watermain shall be replaced by the party of the second part. Crop damage during construction or repair to be paid to first party by second party.

IN WITNESS WHEREOF, the party of the first part has set his hand and seal as of the day and year first above written.

*Frank Stepapak Jr.*