

FRANK STEPANEK, JR.
Secretary of Douglas County
 190

Pub. 584 11-305

RIGHT OF WAY EASEMENT

THIS INSTRUMENT, made and entered into this 11th day of May, 1962, 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 water-main and appurtenances thereto over and across,

Right-of-way easements across a tract of land located in the Southwest Quarter (SW¹/₄) of Section 10, Township 14 North, Range 12 East of the 6th Principal Meridian 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 Burlington and Missouri Pacific Railroads, said additional right-of-way easements to commence at a point approximately two thousand seventy five (2075) feet southwesterly of the east line of the Southwest Quarter (SW¹/₄) 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 33 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

STATE OF NEBRASKA)) ss.
 COUNTY OF DOUGLAS)

On this 11th day of May, 1962, before me the undersigned, a Notary Public in and for said County and State, personally appeared **FRANK STEPANEK, JR.**, a single man, personally known to me to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and Notarial Seal the date above written.

William M. Ford



My commission expires on the 18 day of July, 1967