



BK 0808 PG 432



MISC 1987 05174

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

*not us.
Affects
North
+
East
of
us.*

11-18-86

BOOK 808 PAGE 432
RIGHT-OF-WAY EASEMENT

I, MCI TELECOMMUNICATIONS CORPORATION, a DELAWARE CORPORATION Owner(s)
We, of the real estate described as follows, and hereafter referred to as "Grantor",

The South Half (S $\frac{1}{2}$) of Lot Five (5), together with the North Two-Hundred Thirty-one and Nine Hundredths Feet (N231.09') of the irregular East Two-hundred Twenty-six and Seventy-eight Hundredths Feet (E226.78') of Lot Twelve (12) of Kensington Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

See reverse side hereof for easement area.

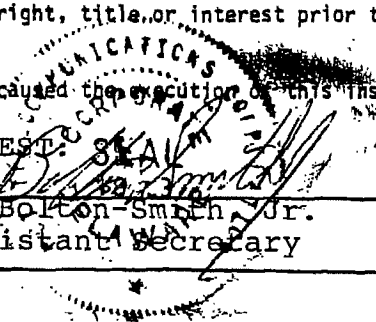
CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title, or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 27th day of February, 19 87.

William E. Conway, Jr.
Senior Vice President

ATTEST: C. Bolton-Smith, Jr.
Assistant Secretary



STATE OF City of Washington
COUNTY OF District of Columbia

STATE OF
COUNTY OF

On this 27th day of February, 1987,
before me the undersigned, a Notary Public in and
for said County, personally came

On this ___ day of _____, 19___,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

William E. Conway, Jr. Senior Vice
President of MCI Telecommunications Corp.

personally to me known to be the identical person(s)
who signed the foregoing instrument as grantor(s)
and who acknowledged the execution thereof to be
voluntary act and deed for
the purpose therein expressed.

personally to me known to be the identical person(s)
and who acknowledged the execution thereof to be
voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal at Washington
in said County the day and year

Witness my hand and Notarial Seal the date above
written.

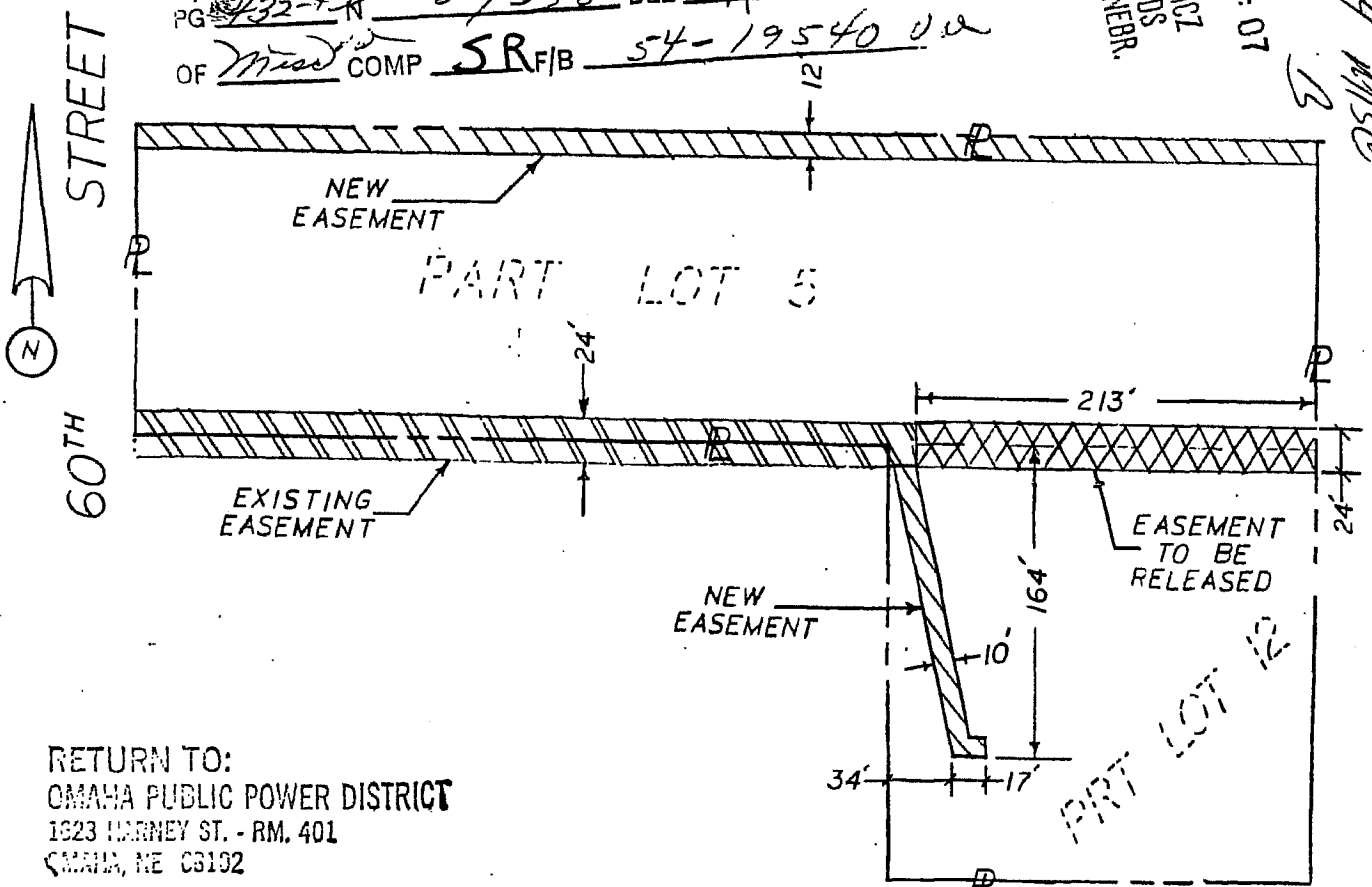
My Commission expires: 11/30/90
Notary Public Seal: Melissa L. Gill, District of Columbia

My Commission expires: _____

RECEIVED
1987 MAR 24 AM 11:07
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
NICOLAS COUNTY, NEBR.

5174 M150

PG 32-437 OF 30-711K CIO FEE 11.00
30/536 DEL 174 MC P.C.
OF Mid COMP SR/FB 54-19540 U.A.



RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1823 HARNEY ST. - RM. 401
OMAHA, NE 68102

MCI 5857 N 60 ST.
Distribution Engineer [Signature] Date 3/17/87 Property Management: [Signature] Date 3-9-87
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.
Section SW 1/4 31 Township 16 North, Range 13 East
Salesman Graves Engineer Padilla Est. # 8601724 W.O. # 5322(86)
MCI TELE COM. CORP.